SAN ANTONIO WATER SYSTEM WATER SYSTEM CONSTRUCTION

Addendum No. 2

To Specifications For

2014 Annual Sanitary Sewer Main Point Repair and Manhole Adjustments Construction Contract – Package 1

SAWS Job Nos. 14-0109 (O&M) and 14-1402 (CIP) and 13-1403 (CIP) Solicitation No. CD-B-14-021-MR

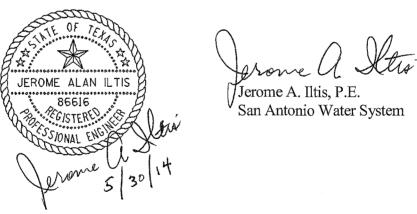
This addendum, applicable to the work associated with the above referenced Contract, is an amendment to the bidding documents and as such shall be a part of and included in the Contract. The original contract documents and any prior addenda remain in full force except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

<u>Bid Proposal</u>: Replace the Bid Proposal with the attached amended Bid Proposal.

Special Conditions: Replace the Special Conditions (pages SC-1 through SC-9) with the attached amended Special Conditions.

Special Specifications: Delete the Special Specifications entitled "Manhole Ring and Cover".

Special Provisions: Replace the Special Provisions with the attached amended Special Provisions.



The undersigned acknowledges receipt of this Addendum No. 2 and the bid submitted herewith is in accordance with the information and stipulation set forth.

Date	Signature of Bidder

END OF ADDENDUM

BID PROPOSAL

PROPOSAL OF		, a co			
a partne	ership consisting of				_
an indiv	idual doing business as				_
Pursuar specifie Job Nos	AN ANTONIO WATER SYSTEM: Int to Instructions and Invitations to Bidders, the undered and perform the work required for the construction of the second second (O&M) and 14-1402 (CIP) and 14-1403 (Cip) and 14-140	of pipeline	s and appurte	enances, San Anto	nio Water System
Item No.	Description (Unit Price to be written in Words)	Quant	ity Unit	Unit Price (Figures)	Total Price (Figures)
103.1	Remove Concrete Curb;				
	Dollars				
	Cents	70	LF	\$	\$
103.3	Remove Sidewalks and Driveways;				
	Dollars				
	Cents	100	SY	\$	\$\$
200	Flexible Base (Complete in place);				
	<u>Dollars</u>				
	Cents	25	CY	\$	\$\$
203	Tack Coat;				
	Dollars				
	Cents	25	GAL	\$	\$\$
205.4	Hot Mix Asphalt Concrete Type "D", Two (2) Inch Thickness;				
	Dollars				
	Conto	175	CV	¢	¢

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Dollars Dollars	Total Price (Figures)
Cents 525 CY \$ 3 500.1 Concrete Curbing;	
Dollars	
Dollars Cents 40 LF \$	_\$
Cents 40 LF \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ </td <td></td>	
Dollars Dollars	
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Cents 25 LF \$ \$ 502.1 Concrete Sidewalks;	
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Dollars Cents 45 SY \$ \$ 503.1 Concrete Driveways;	<u>\$</u> \$
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503.1 Concrete Driveways;	
Dollars Cents 45 SY \$ 503.2 Commercial Driveways; Dollars Cents 45 SY \$	\$\$
Cents 45 SY \$ \$ 503.2 Commercial Driveways; Dollars	
503.2 Commercial Driveways;	
	\$
509 Palagota Fanga	.\$
506 Relocate Felice,	
Dollars	
	\$

BP-2 Revised per Addendum No. 2

Item No.	Description (Unit Price to be written in Words)	Quant	tity Unit	Unit Price (Figures)	Total Price (Figures)
511.3.1	Cutting and replacing pavements (10" ATB & 3" HMAC);				
	Dollars				
	Cents	40	SY	\$	\$\$
511.3.2	Cutting and replacing pavements (6" ATB & 2" HMAC);				
	Dollars				
	Cents	40	SY	\$	\$
515	Top Soil;				
	Dollars				
	<u>Cents</u>	75	CY	\$	<u>\$</u> \$
516.1	Bermuda Sodding;				
	Dollars				
	Cents	25	SY	\$	\$\$
516.2	St. Augustine Sodding;				
	Dollars				
	Cents	25	SY	\$	\$\$
530	Barricades, Signs and Traffic Handling;				
	Dollars				
	Cents	75	EA	\$	\$\$
540.9	Temporary Sediment Control Fence;				
	Dollars				
	Cents	100	LF	\$	\$\$
	DI				

Item No.	Description (Unit Price to be written in Words)	Quantity Unit		Unit Price (Figures)	Total Price (Figures)
550	Trench Excavation Safety Protection;				
	<u>Dollars</u>				
	Cents	1,650	LF	\$	\$
805.1	Police Officer;				
	Dollars				
	Cents	40	HR	\$	\$
851.0.0	Bolt Hole Restoration;				
	<u>Dollars</u>				
	Cents	40	EA	\$	\$\$
851.0.1	Manhole Adjustment;				
	<u>Dollars</u>				
	Cents	20	EA	\$	\$\$
851.0.2	Extra Height Manhole Adjustment;				
	Dollars				
	Cents	25	VF	\$	\$\$
851.1.1	Replace Manhole Ring and Cover with 24" Hinged Ring and Cover;				
	Dollars				
	Cents_	25	EA	\$	\$\$
851.1.2	Replace Manhole Ring and Cover with 30" Hinged Ring and Cover;				
	<u>Dollars</u>				
	Cents	9	EA	\$	\$

Description (Unit Price to be written in Words)	Quantity Unit		Unit Price (Figures)	Total Price (Figures)
Install concrete ring encasement;				
<u>Dollars</u>				
Cents	75	EA	\$	\$\$
Manhole Coating;				
Dollars				
Cents	120	VF	\$	\$
Install Manholes;				
Dollars				
Cents	2	EA	\$	\$\$
Replace Manholes;				
Dollars				
Cents	2	EA	\$	\$
Extra Depth Manholes;				
Dollars				
Cents	29	VF	\$	\$
Replace Manhole Base;				
Dollars				
Cents	6	EA	\$	\$\$
Renew Sanitary Sewer Laterals;				
Dollars				
Cents	850	LF	\$	\$
	Install concrete ring encasement; Dollars Cents Manhole Coating; Dollars Cents Install Manholes; Dollars Cents Replace Manholes; Dollars Cents Extra Depth Manholes; Dollars Cents Replace Manholes; Dollars Cents Extra Depth Manholes; Dollars Cents Replace Manhole Base; Dollars Cents Replace Manhole Base; Dollars Cents	Install concrete ring encasement; Dollars Cents 75 Manhole Coating; Dollars Cents 120 Install Manholes; Dollars Cents 2 Replace Manholes; Dollars Cents 2 Extra Depth Manholes; Dollars Cents 2 Extra Depth Manholes; Dollars Cents 6 Renew Sanitary Sewer Laterals; Dollars	Install concrete ring encasement; Dollars Cents 75 EA Manhole Coating; Dollars Cents 120 VF Install Manholes; Dollars Cents 2 EA Replace Manholes; Dollars Cents 2 EA Extra Depth Manholes; Dollars Cents 2 EA Extra Depth Manholes; Dollars Cents 6 EA Renew Sanitary Sewer Laterals; Dollars	Unit Price to be written in Words) Install concrete ring encasement; Dollars Cents 75 EA \$

BP-5 Revised per Addendum No. 2

Item No.	Description (Unit Price to be written in Words)	Quantity Unit		Unit Price (Figures)	Total Price (Figures)
854.1	Install One Way Sanitary Sewer Clean-out;				, ,
	Dollars				
	Cents	75	EA	\$	\$
854.2	Install Backwater Valve Assembly;				
	Dollars				
	Cents_	5	EA	\$	\$
1103.1	Open Cut Point Repairs for 8" or 10" Pipe Sizes, (0'-10' depth);				
	<u>Dollars</u>				
	Cents	50	EA	\$	\$
1103.2	Open Cut Point Repairs for 8" or 10" Pipe Sizes, (10'-16' depth);				
	Dollars				
	Cents	11	EA	\$	\$
1103.3	Open Cut Point Repairs for 8" or 10" Pipe Sizes, (>16' depth);				
	Dollars				
	Cents	8	EA	\$	\$\$
1103.4	Open Cut Point Repairs for 12" or 15" Pipe Sizes, (0'-10' depth);				
	Dollars				
	Cents	12	EA	\$	<u>\$</u> \$

BP-6 Revised per Addendum No. 2

Item No.	Description (Unit Price to be written in Words)	Qua	ntity Unit	Unit Price (Figures)	Total Price (Figures)
1103.5	Open Cut Point Repairs for 12" or 15" Pipe Sizes, (10'-16' depth);		,		, ,
	Dollars				
	Cents	4	EA	\$	\$
1103.6	Open Cut Point Repairs for 12" or 15" Pipe Sizes, (>16' depth);				
	Dollars				
	Cents	2	EA	\$	\$
1103.7	Open Cut Point Repairs for 18" or 21" Pipe Sizes, (0'-10' depth);				
	<u>Dollars</u>				
	Cents	2	EA	\$	\$
1103.8	Open Cut Point Repairs for 18" or 21" Pipe Sizes, (10'-16' depth);				
	<u>Dollars</u>				
	Cents	2	EA	\$	\$
1103.9	Open Cut Point Repairs for 18" or 21" Pipe Sizes, (>16' depth);				
	Dollars				
	Cents	2	EA	\$	\$
1103.10	Open Cut Point Repairs for 24" Pipe Size, (0'-10' depth);				
	<u>Dollars</u>				
	Cents	2	EA	\$	\$

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Item No.	Description (Unit Price to be written in Words) Open Cut Point Repairs for 24" Pipe Size, (10'-16' depth);		antity Unit	Unit Price (Figures)	Total Price (Figures)
1103.11					
	Dollars	<u> </u>			
	Cents	2	EA	\$	<u> \$ </u>
1103.12	Open Cut Point Repairs for 24" Pipe Size, (>16' depth);				
	Dollars	<u>.</u>			
	Cents	_ 2	EA	\$	\$
1103.13	Extra Length Point Repair, 8" or 10" pipe diameter, all depths;				
	Dollars	į			
	Cents	50	LF	\$	\$
1103.14	Extra Length Point Repair, 12" or 15" pipe diameter, all depths;				
	Dollars	į			
	Cents	20	LF	\$	\$
1103.15	Extra Length Point Repair, 18" or 21" pipe diameter, all depths;				
	Dollars	į			
	Cents	_ 10	LF	\$	\$
1103.16	Extra Length Point Repair, 24" pipe diameter, all depths;				
	Dollars				
	Cents	_ 10	LF	\$	\$

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Item No.	Description (Unit Price to be written in Words)		Quar	itity Unit	Unit Price (Figures)	Total Price (Figures)
1103.17	Protruding Tap Removal;				, ,	, ,
		Dollars				
		Cents	4	EA	\$	\$
1103.18	CIPP Point Repair for 8" Pipe Size, all depths;					
		Dollars				
		Cents	4	EA	\$	\$
1103.19	CIPP Point Repair for 10" Pipe Size, all depths;					
		Dollars				
		Cents	2	EA	\$	\$
1103.20	CIPP Point Repair for 12" Pipe Size, all depths;					
		Dollars				
		Cents	2	EA	\$	\$
1103.21	CIPP Point Repair for 15" Pipe Size, all depths;					
		Dollars				
		Cents	1	EA	\$	\$
1103.22	CIPP Point Repair for 18" Pipe Size, all depths;					
		Dollars				
		Cents	1	EA	\$	\$

BP-9 Revised per Addendum No. 2

Item No.	Description (Unit Price to be written in Words)	Quan	itity Unit	Unit Price (Figures)	Total Price (Figures)
1103.23	CIPP Point Repair for 21" Pipe Size, all depths;				, ,
	Dollars				
	Cents	1	EA	\$	\$
1103.24	CIPP Point Repair for 24" Pipe Size, all depths;				
	Dollars				
	Cents	1	EA	\$	\$
1103.25	Lateral Point Repair;				
	Dollars				
	Cents	1	EA	\$	\$
1109.1	Open Cut Lateral Connection, 8" or 10" pipe diameter, all depths;				
	Dollars				
	Cents	50	EA	\$	\$
1109.2	Open Cut Lateral Connection, 12" or 15" pipe diameter, all depths;				
	Dollars				
	<u>Cents</u>	20	EA	\$	<u> </u>
1109.3	Open Cut Lateral Connection, 18" or 21" pipe diameter, all depths;				
	Dollars				
	Cents	10	EA	\$	\$

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Item No.	Description (Unit Price to be written in Words)		Quan	tity Unit	Unit Price (Figures)	Total Price (Figures)		
1109.4	Open Cut Lateral Connection, 24" pipe diameter, all depths;							
	Do	<u>llars</u>						
	C	<u>ents</u>	5	EA	\$	\$		
1109.5	Remote Service Reconnection, Inter	nal Cut;						
	Do	<u>llars</u>						
	C	ents	5	EA	\$	\$		
4438	Flowable Backfill (TxDOT Spec);							
	<u>Do</u>	<u>llars</u>						
	C	ents_	250	CY	\$	\$		
TOTAL B	ID AMOUNT		\$					
					OOLLARS AND			
		CEI	NTS					
		BIDDE	R'S SIG	NATURE & TI	TLE			
		FIRM'S	S NAME	(TYPE OR PF	RINT)			
		FIRM'S	FIRM'S ADDRESS					
		FIRM'S PHONE NO. /FAX NO.						
		FIRM'S	S EMAIL	ADDRESS				
The Contr	actor herein acknowledges receipt of Addendum	n 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 **400** calendar days after the start date, as set forth in the Authorization to Proceed, or until funds are exhausted from the contract, whichever occurs first. **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 Proposal which are included on the following pages.

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SC-1.0 SCOPE OF WORK

I. <u>GENERAL</u>

The San Antonio Water System (SAWS) is soliciting bids for the purpose of retaining a Contractor to furnish all labor, materials, equipment and supervision to perform point repairs to the wastewater collection system pipelines and to adjust manholes, on a work order contract basis. Some of the work involved in the projects might require manhole rehabilitation, manhole replacement, lateral replacements, cleanout installation, backwater valve installation, concrete flatwork, erosion control, topsoil, sodding, sign and fence relocations, and street patching and resurfacing.

The work will be on the wastewater collection system infrastructure throughout SAWS' service area.

All work orders that will be issued under this contract are unspecified at the time of bidding. As this is a work order contract, SAWS does not guarantee, warrant or represent that it will utilize the amount of quantities estimated in the Bid Proposal or that each bid item in this contract will be used on the assigned work orders. The quantities in the Bid Proposal are estimations only.

The Contractor shall anticipate a period of careful planning in close coordination with SAWS prior to beginning any work to fully develop procedures and standards for the work that will be performed. Employee safety, workmanship standards, and maintaining the integrity of SAWS and City operations with minimal disruption will be the key areas to be addressed prior to beginning work.

II. TERMS OF CONTRACT

<u>Period of Agreement</u>: The construction contract will remain in full force for a period of 400 calendar days from the Notice to Proceed date or until funds are exhausted from the contract, whichever comes first.

<u>Bid Proposal</u>: The Contractor shall include in the Bid Proposal all labor, equipment, material, tools, supplies and incidentals necessary to complete all work required by this Contract in accordance with these Special Conditions and the specifications referenced herein. It is the intent of the Proposal and the estimated

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quantities therein to establish a unit price for various line items to be paid to the Contractor by SAWS during the period of this contract. No change in the unit price will be made, regardless of the actual quantity of the item of work performed during the period of the contract.

Non-Appropriation. Contractor agrees that SAWS has projected costs for this Agreement and SAWS expects to pay all obligations of this Agreement from projected revenues. All obligations of SAWS are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that SAWS should fail to appropriate funds to pay any of SAWS' obligations under the terms of this Agreement, then SAWS' obligations under this Agreement shall terminate, and the Contractor's sole option and remedy shall be to terminate this Agreement by written notice to SAWS, and neither SAWS nor the Contractor shall have any further duties or obligations hereunder, except those which expressly survive.

SC-2.0 PROJECT REQUIREMENTS

SC-2.1 SPECIFICATIONS

All work performed in connection with the work orders shall be in accordance with the current San Antonio Water System Specifications for Sanitary Sewer Construction, these Special Conditions and Special Specifications, 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, current City of San Antonio Utility Excavation Criteria Manual, or Standard Specifications of any other governing jurisdiction that may apply, and any requirements or specifications specified or referenced therein.

SC-2.2 WORK ORDERS

A work order is defined as a printed or electronic document issued by SAWS to the Contractor authorizing the accomplishment of an individual project and required tasks by the Contractor at a specific location. It includes line items and estimated quantities of work that the Contractor will perform which will be charged against the contract. Each work order will be identified by a unique number which shall be used as a reference on all associated correspondence and documentation.

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One work order will be issued to the Contractor for each point repair and for each manhole. A lateral renewal may be specifically called out and included with a point repair work order, or may be issued as a separate work order, or may not be called out in a work order but rather be determined in the field. All other work in the standard specifications and in these special conditions required to complete the work order will not usually be specifically called out in the work order but will rather usually be determined in the field. Bid items and quantities of work that the contractor actually performs will be charged against the work order.

Only completed work orders shall be included in the monthly invoice. Work orders will not be considered complete until any required post-TV video has been submitted and approved, and until the work site has been cleaned up to the satisfaction of the inspector.

SAWS does not guarantee that a work order will be issued within any specific timeline. SAWS also reserves the right to limit the number of work orders issued at any time.

The volume of work orders provided to the contractor will be at SAWS sole determination and among other things, be dependent on the completion of previous work orders. If previous work orders are not completed to the satisfaction of SAWS or work orders currently under construction are behind schedule, additional work orders may not be assigned to the contractor until all other work is completed or back on schedule.

A mandatory pre-construction meeting may be scheduled by SAWS for each work order issued. This meeting is required to plan the details of work and agree on the schedule of completion of work. Included in this meeting shall be coordination of notification to appropriate governing agencies and affected property owners and residents.

SC-2.3 TRAFFIC CONTROL

The Contractor shall submit a Traffic Control Plan when required by the City of San Antonio right of way permit, or by permit from any other governing agency. Preparing, submitting and complying with traffic control plans is incidental to all work; additional compensation will not be allowed for traffic control plans.

The Contractor shall comply with standard specification 530 BARRICADES, SIGNS, AND TRAFFIC HANDLING. Payment

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will be made on a "per each work order" basis under line item 530 in the bid proposal:

- 1. Only when such work is required to satisfy the terms of a Right of Way Permit.
- 2. Except when two or more outstanding work orders issued exist in the same city block including the intersections, in which case one payment will be made for all existing work orders in that block.

The Contractor shall hire a police officer when required by the City of San Antonio right of way permit, or by permit from any other governing agency. A copy of the police officer's invoice(s) indicating the number of hours worked for each completed work order shall be attached to the contractor's monthly invoice to SAWS. Payment will be made to the contractor for the police officer's services on a "per hour" basis with no markup under line item 805.1 in the bid proposal. Payment will not be made to the contractor for hiring a police officer when not required by any governing agency.

SC-2.4 BYPASS PUMPING

The Contractor shall submit a Bypass Pumping plan when bypass pumping operations are necessary. Preparation and submittal of the bypass pumping plan is considered incidental to the work. No additional compensation is allowed.

SC-2.5 PERFORMANCE TIME

When a traffic control plan and/or a bypass pumping plan <u>is not</u> required, the Contractor shall commence work on each work order issued by SAWS within three (3) calendar days after notice of written work order has been issued. Work may commence later than three days after notice of written work order has been issued if specified in writing by an authorized SAWS representative.

When a traffic control plan and/or a bypass pumping plan <u>is</u> required, the Contractor shall commence work on each work order issued by SAWS within five (5) calendar days after notice of written work order has been issued. Work may commence later than five days after notice of written work order has been issued if specified in writing by an authorized SAWS representative.

If a work order is deemed by SAWS to be an emergency, SAWS reserves the right to accelerate the commencement of work to within 48 hours after verbal notice has been issued, which will be

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followed by a written emergency work order. No additional compensation for such acceleration is allowed. SAWS makes no estimation of the number of emergency work orders that will be issued.

The Contractor shall complete each work order within ten (10) calendar days from the commencement of work. Completion of the work order shall include all associated work required by the work order in accordance with this contract to the satisfaction of the SAWS inspector.

The Contractor is required to provide a work force to accomplish up to five (5) work orders during any given ten (10) calendar day time period.

Work orders issued during the term of this contract that have not been completed prior to the expiration of the term shall remain in effect until they are completed.

SC-2.6 SCHEDULING

Scheduling for each individual work order will be determined by the Contractor unless otherwise scheduled by SAWS. Scheduling of each work order will be discussed between SAWS and the Contractor for concurrence prior to commencement of work.

Generally, emergency work orders take precedence. Consequently, the Contractor may be required to modify the schedule due to emergencies.

The Contractor shall schedule work to accommodate requirements of the City of San Antonio Right of Way department, or the requirements of any other governing right-of-way agency, particularly as it regards the work days and working hours near schools, churches, during special events, and any other requirement imposed by the agency.

Compensation for planning the scheduling of work is considered subsidiary to the cost of the work. Additional compensation will not be allowed.

SC-2.7 NOTIFICATIONS

Notification to appropriate governing agencies and affected property owners or residents shall be made no less than 48 hours prior to beginning work. Work may begin within 48 hours of

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notification if agreed to by the appropriate governing agencies and affected property owners or residents.

The Contractor shall notify SAWS via e-mail or fax by 7:00 A.M. each work day of the work locations for that day. The Contractor shall also provide notification(s) as may be required by the right-of-way permit.

Night and weekend work will be allowed only if agreed and approved by SAWS and the governing right-of-way jurisdiction. The Contractor shall provide at least 72 hours advance notice of any scheduled work outside of normal working hours.

Compensation for notifications is considered subsidiary to the cost of the work. Additional compensation will not be allowed.

SC-2.8 MOBILIZATION AND PREPARATION OF RIGHT-OF-WAY

Compensation for mobilization and preparation of right-of-way is subsidiary to the cost of work in each work order. Additional compensation will not be allowed.

SC-2.9 RELOCATE FENCES

Relocate fences as minimally necessary, except for masonry fences. All fence material, including wooden fence material, up to six feet in height are included in bid item 508.

SC-2.10 <u>RENEWING LATERALS</u>

At the option of the contractor, the contractor may choose between the open cut replacement method and the pipebursting method.

SC-2.11 CLEANUP

All surplus excavated materials shall be removed from the job site and properly wasted at the end of each day.

The Contractor shall maintain at all times, during the course of work, a neat and orderly area of construction operations. The work order will not be considered complete until loose aggregate and other construction materials have been removed to the satisfaction of the SAWS inspector.

The Contractor shall be responsible for restoring to its original condition or better, as determined by the SAWS inspector, any damages done to existing curbs, streets, driveways, sidewalks,

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sprinkler systems, fences, landscaping etc. These costs will be at the Contractor's expense.

SC-2.12 PAYMENT

Except where bid items are specifically provided in the Proposal, payment to the Contractor to accommodate the requirements specified herein shall be included in the unit price costs for the items bid and shall be considered to be subsidiary to the various items of work under this contract.

SC-3.0 GENERAL CONDITIONS

ARTICLE IV. CONTRACT ADMINISTRATION

Section 4.4 of the general conditions shall be amended as follows: CONTRACTORS – The Contractor shall perform the Work with its own organization on at least 40% of the total original contract price.

The term to "perform the Work with its own organization" is defined herein as utilizing only:

- Workers employed and paid directly by the Contractor or a wholly owned subsidiary of the Contractor.
- Equipment owned by the Contractor or its wholly owned subsidiary.
- Rented or leased equipment operated by the Contractor's, or its wholly owned subsidiaries', employees.
- For purposes of determining the value of the Work selfperformed, the amount shall include all materials incorporated into the Work where the majority of the value of the Work involved in incorporating the material is performed by the Contractor's own Organization, including wholly owned subsidiary; and
- Labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor code for non-supervisory personnel if the contractor or wholly owned subsidiary maintains direct control over the labor.

The remaining sections of Article IV shall remain the same.

ARTICLE V. CONTRACT RESPONSIBILITIES

Section 5.3.7: <u>Permits</u>. San Antonio Water System (SAWS) is responsible for obtaining all necessary street cut and right-of-way

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permits. The Contractor shall make necessary arrangements to comply with any regulations, provisions, and requirements of any permit that may need to be issued for work to be performed within a governing entity's right-of-way. SAWS will pay only for the first permit of each work order that is within the right-of-way of the City of San Antonio (COSA) and any other governing right-ofway jurisdiction. If a permit extension is required, the Contractor must notify SAWS a minimum of four (4) calendar days prior to the expiration date of the permit. If the permit expires and needs to be reapplied for or renewed due to the Contractor's failure to notify SAWS in a timely manner of the pending permit expiration date or the Contractor's failure to meet the work order duration requirement, the Contractor will be required to reimburse SAWS for the cost of the permit. Additionally, the Contractor is responsible to reimburse SAWS for all permit fines or fees that are associated with improper traffic control, barricades, safety issues, or violations issued by COSA or any other governing entity under the approved permit. SAWS retains the right to withhold future work orders until all permit fines and/or expired permit fees are reimbursed to SAWS. The cost of compliance with street cut and right-of-way permits is the responsibility of the Contractor and is subsidiary to pertinent items in the Proposal. Additional compensation will not be allowed. The Contractor is responsible for obtaining all other necessary permits and inspections. The cost of obtaining and complying with these other necessary permits is the responsibility of the Contractor and is subsidiary to pertinent items in the Proposal. Additional compensation will not be allowed.

Section 5.7.1.1.8: Builder's Risk line of coverage is hereby waived.

ARTICLE VIII. CONTRACT COMPLETION TIME

Section 8.6: For the purposes of this contract, liquidated damages will be assessed at \$500.00 per day per work order.

SC-4.0 INSTRUCTIONS TO BIDDERS

Paragraph 23.d: The work associated with this Project requires knowledge and experience with the repair of sanitary sewer mains, replacement of laterals, and installation and adjustment of manholes to include interior coating. Contractor or the Contractor's Team must have the following experience:

a) Successful completion of at least three (3) sanitary sewer collection system projects by open cut construction methods

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within the last five (5) years. Make note of the projects that included

- i. CIPP point repair of sanitary sewer mains,
- ii. installation of laterals, and
- iii. installation and/or adjustment of manholes, including interior coating.

Special Provisions to the Technical Specifications

Revision to SAWS Standard Specifications Item No. 851 ADJUSTING EXISTING MANHOLES

851.1 DESCRIPTION:

Clarification: Interior coating of existing sections of manholes is only required in conjunction with manhole adjustments when it is specifically included in the work order. Otherwise, interior coating of existing sections of manholes is not required in conjunction with the manhole adjustment.

851.3 CONSTRUCTION:

Add the following paragraphs:

When adjusting existing manholes using only throat rings, the Contractor shall reinstall the existing rings and covers if they are determined by the SAWS Inspector to be undamaged and in good condition.

In the case where existing rings and covers to be re-installed will require the removal of broken bolts and/or the restoration of the threaded bolt holes, the Contractor shall remove the broken bolt from the bolt hole and/or, if necessary, restore the threads to accept a bolt to be screwed into the bolt hole to tightly secure the cover to the ring. Comply with the manufacturer's recommendations for removing broken bolts and restoring threaded bolt holes.

Replace ring and cover with a new hinged ring and cover when required by the work order. The work order will distinguish between "water resistant" and "watertight" ring and cover.

Existing 24 inch manhole rings and covers which are determined by the SAWS Inspector to be in an unacceptable condition shall be removed and replaced with new 24 inch hinged rings and covers when the cone section doesn't require removal.

In the case of an extra height manhole adjustment, where the elevation must be adjusted higher than the elevation using the maximum allowed six throat rings, the installation of an additional pre-cast reinforced concrete manhole section is required. The existing ring and cover shall be replaced with a new nominal 32" hinged ring and cover (30 inch opening) and associated new cone section in conjunction with all extra height manhole adjustments. The applicable material and construction requirements of SAWS Standard Specification 852 apply.

The Contractor shall conform to detail DD-852-03 and install concrete manhole ring encasements for manhole adjustments and for ring and cover replacements and reinstallations when required by the governing right-of-way authority.

851.4 MEASUREMENT AND PAYMENT: Delete section in its entirety.

851.5 PAYMENT: Delete section in its entirety.

Add a new section **MEASUREMENT AND PAYMENT** as follows:

If the work order requires coating of the existing manhole, it will be measured and paid separately based on vertical footage of the manhole under pay item 851.2.

Bolt hole restoration, including broken bolt removal, will be paid per each bolt hole restored under pay item 851.0.0.

Installation of concrete manhole ring encasement will be paid separately for manhole adjustments and for ring and cover replacements and re-installations, when encasement is required, under pay item 851.1.3 on a per each encasement basis, regardless of the size of the opening.

Adjusting the manhole using only throat rings and reinstalling the existing ring and cover will be paid per each manhole under pay item 851.0.1.

If manhole adjustment using only throat rings is required in conjunction with replacement of ring and cover, the cost of the manhole adjustment is incidental to the cost of replacing the ring and cover.

The removal and replacement of existing ring and cover with a new standard nominal 24" hinged ring and cover will be measured and paid at the unit price of each set under pay item 851.1.1.

The removal and replacement of existing ring and cover with a new standard nominal 32" hinged ring and cover (30 inch opening) and associated new cone section will be measured and paid at the unit price of each set under pay item 851.1.2, regardless of the type "water resistant" or "watertight".

Extra height manhole adjustment will be paid under pay item 851.0.2 per vertical foot of the pre-cast reinforced concrete manhole section installed. Installation of the new cone section, throat rings, and ring and cover is paid separately under pay item 851.1.2. The applicable requirements of SAWS Standard Specification 852, including coating of new precast section and cone, are incidental to the cost of extra height manhole adjustment. The provisions for payment under Item No. 855 RECONSTRUCTION OF EXISTING MANHOLES do not apply.

Traffic control, flowable fill, and any other bid items that are not incidental to the work will be paid separately under the appropriate bid item(s).

Revision to SAWS Standard Specifications Item No. 852 SANITARY SEWER MANHOLES

852.1 DESCRIPTION:

Clarification: Situations that this item governs include 1.) the installation of a new 4 foot diameter manhole on an existing main up to 24 inches in diameter, 2.) the replacement of an existing manhole with a new 4 foot diameter manhole on an existing main up to 24 inches in diameter, and 3.) the replacement of only the base of an existing 4 foot diameter manhole.

852.4 CONSTRUCTION:

Add the following paragraphs:

When a work order requires the replacement of only the base of an existing manhole, the contractor shall demolish and dispose of the existing base within the interior perimeter of the manhole and shall install a new base to include invert channels and bench. The Contractor shall conform to detail DD-852-01 using #4 steel reinforcing bars spaced at 12 inches on center each way.

When an existing lateral is connected to a manhole to be replaced, renew the entire length of the existing lateral from the manhole to the property line.

852.5 TESTING:

Delete Section 852.5 in its entirety.

852.7 PAYMENT:

Delete paragraph 1. and replace it with the following:

Payment for installing manholes is distinguished between installing new manholes on existing sewer mains up to 24 inches in diameter and replacing existing manholes on mains up to 24 inches in diameter.

New manholes installed on existing sewer mains will be paid for each new manhole installed under Bid Item 852.1, regardless of the size of the main up to 24 inches in diameter.

When replacing an existing manhole with a new manhole, removal and disposal of the existing manhole is incidental to the replacement work. Payment for each manhole replaced will be made under Bid Item 852.2, regardless of the size of the main(s) up to 24 inches in diameter that are connected to the manhole. Payment includes up to 10 LF of new main piping. Installation of any concrete cradles is incidental to the manhole replacement; no separate payment will be made.

When replacing only the base of an existing manhole, demolition and disposal of the existing base is incidental to the replacement. Payment includes installation of invert channels and bench. Payment for each base replaced will be made under Bid Item 852.4, regardless of the depth.

Bypass pumping is incidental to the manhole work; no separate payment will be made.

Traffic control, ground level surface restoration, flowable fill, concrete ring encasement, and lateral reconnections, if required, and any other bid items that are not incidental to the work, will be paid separately under the appropriate bid item(s).

Delete paragraph 3.

Revision to SAWS Standard Specifications Item No. 854 SANITARY SEWER LATERALS

854.1 DESCRIPTION:

Add the following sentence:

This item shall also consist of installing a backwater valve when directed by SAWS.

854.3 MATERIALS:

Add the following sentence:

Backwater valves shall be the Clean Check® brand manufactured by RectorSeal® Corp. For access, the valve assembly shall include a 10 inch diameter SDR 35 PVC standpipe with a threaded PVC adaptor and cap.

854.4 CONSTRUCTION:

Add the following paragraphs:

4. Renewal of Existing Lateral:

The Contractor shall be responsible for verifying the location of the existing lateral to be renewed.

When excavating to expose all or part of an existing lateral to be renewed by either the open cut method or the pipebursting method, remove and dispose of the exposed existing lateral, and dispose of the existing service connection if it isn't reused.

When renewing an existing lateral using the pipebursting method, the requirements of SAWS Standard Specifications Item No. 900 apply.

If it is the opinion of the SAWS inspector that the existing tee at the main cannot be reused, install a tee fitting in the main to receive the lateral pipe. All service connections shall not be concrete encased.

Install backwater valves in accordance with the manufacturer's recommendations.

854.6 PAYMENT: Delete the first two paragraphs in their entirety and replace with the following paragraphs:

Sanitary sewer laterals shall be paid at the contract bid price per linear foot complete in place regardless of the lateral pipe size, regardless of the renewal method, and regardless of the depth.

When reusing the existing tee in the main, connection to the main is incidental to renewing laterals; no additional compensation will be allowed. When replacing an existing connection by installing a new tee in the main, connection to the main will be paid separately, distinguished by the size of the main. Connecting a renewed lateral to an existing manhole is incidental to renewing laterals; no additional compensation will be allowed.

Any necessary bypass pumping is incidental to the connection of the lateral to the main; no separate payment will be made.

Installation of backwater valve assembly in a lateral will be paid separately on a per each basis, regardless of the size, regardless of the depth, regardless of the lateral material type, and regardless if the installation is in conjunction with renewing a lateral or if installation is on an existing lateral.

Bid items associated with Standard Specifications Item No. 854 include all fittings and lateral pipe, excavation, trenching, shoring, removal and disposal of existing piping and fittings from excavations, backfilling, and all necessities and related work specified herein to complete the work, except for traffic control, flowable fill and ground level surface restoration which will be paid separately under the appropriate bid item(s), and except any other bid items that are not incidental to renewing laterals and/or installing cleanouts and/or installing backwater valves.

Revision to SAWS Standard Specifications Item No. 900 RECONSTRUCTION OF SANITARY SEWER BY PIPE BURSTING/CRUSHING REPLACEMENT PROCESS

900.2 MATERIALS:

In paragraph 1.a. delete the following sentence:

HDPE pipe on this project will further be required to have a minimum pipe stiffness of 46 psi for 12 inch to 48 inch diameter pipe and 115 psi for 8 inch to 10 inch diameters as required by SAWS and TCEQ.

In paragraph 1.a. add the following sentence:

HDPE pipe on this project will further be required to have a minimum pipe stiffness of 46 psi for 12 inch to 24 inch diameter pipe and 115 psi for 6 inch to 10 inch diameters as required by SAWS and TCEQ.

900.3 CONSTRUCTION:

Delete paragraph 8.c.

900.4 MEASUREMENT AND PAYMENT

Replace Section 900.4 in its entirety with the following paragraph:

Measurement and payment for items included in this specification shall be in accordance with the Section 854.6 of these Special Provisions. Additionally, payment for work to pipeburst laterals includes furnishing and placing of all materials, labor, tools, and equipment, cleaning, preparation, repairs, obstruction removal, bypass pumping, phasing, protecting, work execution, sealing materials at manholes and annulus (if required), launching pits, receiving pits, television inspection, post-construction testing, and all necessary, corresponding, and related work specified necessary to complete the renewal of the lateral.

Revision to SAWS Standard Specifications Item No. 1103 POINT REPAIRS AND OBSTRUCTION REMOVALS

1103.2 MATERIALS

Delete paragraph 2. and replace it with the following:

2. Jointing Material: Use shielded couplings manufactured by Fernco, or approved equal.

1103.3 CONSTRUCTION

1. Point Repair:

Clarification: Although pre-repair and post-repair cleaning, televising and/or smoke testing may be used by the Contractor as quality assurance measures for open cut point repairs, they are not required by this contract and no payment will be made if they are used. This does not relieve the Contractor from the responsibility to verify locations identified by SAWS for point repairs.

Add the following subparagraph:

When an existing lateral is connected to the main within the limits of an open cut point repair on the main, renew the entire length of the existing lateral from the main to the property line.

Add the following subparagraph:

The minimum length CIPP point repair for 8" and 10" diameter mains is 5 LF. The minimum length CIPP point repair for 12" through 24" diameter mains is 4 LF. All CIPP point repairs shall comply with Special Specification "Internal CIPP Point Repair of Pipelines" and shall be of the thickness required by the "fully deteriorated" design. Digital post-TV video inspection is required for CIPP point repairs and may be submitted on a hard drive instead of a DVD.

8. Typical Sequence of Point Repair:

Change the subparagraph e. to read as follows:

Connect the new pipe to existing pipe using properly sized shielded couplings.

Delete subparagraph f. in its entirety.

Delete subparagraph g. in its entirety.

1103.4 MEASUREMENT AND PAYMENT

1. Unit Prices - Point Repair:

Add the following sentence to subparagraph a.:

No payment will be made for an open cut point repair within the limits of a service lateral connection.

Change subparagraph b. to read as follows:

The minimum length of a sewer main open cut point repair is 10 feet.

Change subparagraph c. to read as follows:

Measurement for sewer line extra length point repair is on a linear foot basis in excess of the 10 foot minimum replacement length for the ranges of pipe diameter as distinguished in the bid items. Payment will be made regardless of depth.

Add the following sentences to subparagraph d.:

Any repair to a lateral in conjunction with its renewal is incidental to the lateral renewal work; no additional payment will be made for point repair. For any repair to a lateral in excess of 3 feet, payment for the length of repair will be made under Item 854; no additional payment will be made for point repair or extra length point repair for laterals.

Delete subparagraph h.(5).

Change subparagraph h.(7) to read as follows:

Bypass pumping and all other necessary work to complete, except traffic control, ground level surface restoration, lateral reconnections, and flowable fill, if required, which will be paid separately, and except any other bid items that are not incidental to the point repair work.

Add the following paragraph:

After the submitted post-repair TV video has been approved by SAWS, payment for CIPP point repair will be made on a per each CIPP point repair basis, distinguished by pipe size, in accordance with the bid items in the proposal, regardless of the depth. Reinstatement of any lateral within the limits of the CIPP point repair will be paid separately.

Revision to SAWS Standard Specifications Item No. 1109 SANITARY SEWER SERVICE STUBS OR RECONNECTIONS

1109.1 DESCRIPTION:

Add the following paragraphs:

Connection of renewed sanitary sewer lateral to the existing sanitary sewer main.

Reinstatement of lateral within the limits of a CIPP point repair.

Connection of renewed sanitary sewer lateral to a manhole.

1109.3 CONSTRUCTION:

Change subparagraph 4.a. to read as follows:

Make service reconnections using remote-operated cutting tools on cured-in-place (CIPP) liners at all depths.

Replace paragraph 6 in its entirety with the following paragraph to read as follows:

- 6. Connection of Renewed Lateral to Existing Main:
 - a. If it is the opinion of the SAWS inspector that the existing tee at the main can be reused, connect the renewed lateral to the existing tee.
 - b. When the existing tee cannot be reused, cut out 24 inches of main pipeline on both sides from the centerline of the existing lateral connection for a total of 4 linear feet of main. Dispose of the existing connection fitting and pipe. Replace the removed 4 linear foot section of main and connection fitting with PVC pipe and a PVC tee fitting to receive the renewed lateral pipe. Conform to SAWS standard specifications "Sanitary Sewers" Item No. 848.
 - c. When connections of one or more other active laterals exist within the 4 foot length of replaced main where the renewed lateral is to be reconnected, renew

the entire length of the other existing laterals from the main to the property line.

d. Use properly sized shielded couplings manufactured by Fernco, or approved equal, for connecting the PVC pipe to the existing main, and for connecting the lateral to the tee when the pipebursting lateral renewal method is used. All service connections shall be installed per SAWS Standard Drawing No. DD-854, except that the connection shall not be concrete encased.

1109.4 MEASUREMENT AND PAYMENT:

Replace subparagraphs 1.a. and 1.b. in their entirety with the following:

Payment will be made for connections of renewed laterals installed complete in place on a per each connection basis distinguished by size of main, regardless of the type or size or depth of lateral. Payment includes removal and disposal of existing pipe and fittings, new mainline pipe and all new fittings, couplings, excavation, trenching, shoring, backfilling, and all necessities and related work specified herein to complete the reconnection, except for traffic control, flowable fill and ground level surface restoration which will be paid separately under the appropriate bid item(s), and except any other bid items that are not incidental to connecting renewed laterals to the mains. Bypass pumping is incidental to the connection work; no additional payment will be made. No payment will be made for connecting the renewed lateral to the existing tee at the main.

Add the following sentences to subparagraph 1.d.:

When the situation occurs that one or more active laterals exist within the 4 foot length of replaced main where the renewed lateral is to be connected, necessarily requiring renewal of the lateral(s) and their connection to the main, such connection will be paid on a per each connection basis distinguished by size of main, regardless of the type or size or depth of lateral. Where two active laterals discharge to the main at a common point, payment will be made for only one connection at that common point.

Replace subparagraph 1.e. with the following:

If protruding tap removal is required prior to making a CIPP point repair, it will be paid on a "per each" basis.

Add the following subparagraphs:

Reinstatement of any lateral within the limits of the CIPP point repair will be paid on a per each reinstatement basis.

Reconnection of a renewed lateral to a manhole is incidental to the cost of renewing the lateral.