



**2017 CIPP & Pipeburst Construction Contract**  
**Solicitation Number: CO-00173**  
**Job No.: 17-4549**

**ADDENDUM 1**  
**May 31, 2018**

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.

<b>RESPONSES TO QUESTIONS</b>
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- 1. Question: Will the Owner please provide the budget for this project**  
*Response: Engineer's estimate is \$1,312,330.38*
- 2. Question: Will the Owner please provide any previous itemized bid tabulations of similar scope?**  
*Response: Previous bid tabulations are available on SAWS web site under Business Center, Contract Solicitations:*  
[http://www.saws.org/business\\_center/contractsol/bidtabs.cfm](http://www.saws.org/business_center/contractsol/bidtabs.cfm)
- 3. Question: Will the Owner please provide a current plan holder's list?**  
*Response: The Plan Holders List may be accessed at:*  
[https://www.saws.org/business\\_center/ContractSol/planholderslist.cfm?id=3192](https://www.saws.org/business_center/ContractSol/planholderslist.cfm?id=3192)
- 4. Question: Will the Owner please clarify allowed timing of working hours?**  
*Response: Sites within TxDOT ROW must be worked at night (from 10 pm to 5:30 am) per TxDOT permit requirements. For other locations, normal SAWS working hour requirements apply (See General Conditions, 5.18, Working Hours).*
- 5. Question: Will the Owner please provide Specification for End Seals of CIPP?**  
*Response: See SAWS construction specification for CIPP (from SAWS website, item 901, Rehabilitation of Sanitary Sewer by Cured-In-Place Pipe (Hot Water or Steam Cured)).*
- 6. Question: Will the Owner please clarify the existing pipe type for Pipe Bursting Locations?**  
*Response: Where known, existing pipe material is indicated in the Drawings.*
- 7. Question: Will the Owner please clarify the size (e.g. O.D. – Outer Diameter) of Pipe Bursting Pipe?**  
*Response: Size of Pipe Bursting is indicated in the Drawing and Bid Item descriptions.*
- 8. Question: Will the Owner please clarify if there if there is any requirement for Pipe Bursting Pipe to be IPS or DIPS?**  
*Response: See SAWS material specification for High Density Polyethylene Pipe (HDPE).*

<b>CHANGES TO THE SPECIFICATIONS</b>
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- 1. The Special Conditions are revised to add descriptions of Mobilization and Preparation of Right of Way Payment.**

*Mobilization activities for this project will be paid for subsidiary to other bid items, which shall be full compensation for the specified Mobilization work.*

*Preparation of Right-Of-Way activities for this project will be paid for subsidiary to other bid items, which shall be full compensation for the specified Preparation of Right Of Way work, including the furnishing of all materials, equipment, tools, labor, and incidentals necessary to complete the work.*

The Special Conditions in the original bid documents should be replaced in its entirety with the attached revised Special Conditions.

2. Where the Contractor removes existing fences or other barriers between private property and the construction area, or wherever required by the Right-Of-Entry, the Contractor will install Temporary Construction Fence for the duration of the construction. The Temporary Construction Fence shall be as described in the new Item 545 Specification (attached). This item will be paid for subsidiary to other bid items.

<b>CHANGES TO THE PLANS</b>
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1. None

<b>CLARIFICATIONS</b>
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1. Site Commercial Avenue, DR 981, Sheet C1 – Note that based on the TxDOT permit and design intent, no excavation should occur within the TxDOT ROW of SW Military (See also general note 8 on Sheet C1), and construction activities should be restricted to within MH 21773.

<b>END OF ADDENDUM</b>
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This Addendum, including these two (2) pages, is six (6) pages with attachments in its entirety.

Attachments:

- Special Conditions
- Item 545 Temporary Construction Fence

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S. Keller Drozdick, P.E.  
Merrick & Company

## **Special Conditions Insertions**

### **PROJECT LOCATIONS COMPLETION**

This project consists of multiple separate locations where work is to be performed or “project locations”. For each project location, substantial completion will be evaluated separately. After substantial completion has been achieved for a Project Location, final completion must be completed at that same Project Location within 30 days, including completion of all necessary restoration work and approval of the final punch list by SAWS.

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### **WORK NEAR SCHOOLS**

For all work within 150 feet of schools, the Contractor must coordinate with the school personnel to ensure work occurs when school is not in session.

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### **WORK WITHIN TXDOT ROW**

For all project locations within TxDOT ROW, the Contractor must perform work at night to prevent disruption to commercial properties.

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### **MOBILIZATION**

Mobilization activities for this project will be paid for subsidiary to other bid items, which shall be full compensation for the specified Mobilization work.

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### **PREPARATION OF RIGHT-OF-WAY**

Preparation of Right-Of-Way activities for this project will be paid for subsidiary to other bid items, which shall be full compensation for the specified Preparation of Right Of Way work, including the furnishing of all materials, equipment, tools, labor, and incidentals necessary to complete the work.

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### **CITY OF SAN ANTONIO REQUIREMENTS**

1. Contractor is to follow all City of San Antonio (CoSA) requirements for project signage and visible identification when working within CoSA R.O.W.
2. Contractor is to follow the CoSA requirement for impacted collector or arterial streets, which requires the Contractor to provide a seven (7) day notification by electronic message board before work is to occur. Message board is to remain in place until three (3) days after construction begins. Contractor is also to provide a three (3) day notification to be made by door hanger to impacted residents or businesses.

3. Any Traffic Control Plans included in the contract documents are suggested routes only. Contractor shall submit their Traffic Control Plans to CoSA for review and approval at no additional cost to SAWS.

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### **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.

**ITEM 545**  
**TEMPORARY CONSTRUCTION FENCE**

**545.1 SCOPE**

- A. Provision, installation, maintenance, and removal of temporary construction fences.

**545.2 SUBMITTALS**

- A. Submit materials specification of fence for review and approval by Engineer before procuring materials.

**545.3 MATERIALS**

- A. Temporary fencing shall be composed of metal wire mesh, minimum 42 inches in height, or other material as approved by the Engineer
- B. Fence posts shall be extend to the height of the fence once installed, securely anchored in the ground, and sufficiently strong to support the fence for the duration of construction activities.
- C. Attach fence to fence posts at a minimum of three locations: top, bottom and middle. Attachments shall be sufficient to secure the fence to fence posts for the duration of construction activities.

**545.4 CONSTRUCTION**

- A. Install the temporary construction fence where required by Right Of Entry and where barriers between construction areas and private property are removed.
- B. Fence shall be inspected daily for damage and shall have any deficiencies immediately corrected.
- C. Remove fence, fence posts, and all related components from the site at the end of construction activities. Dispose of all materials in a manner compliant with local regulations.

**545.5 MEASUREMENT**

- A. Temporary Construction Fence shall be measured by the linear foot and will include all materials, tools, appurtenances, and other items required to supply, install, maintain, and remove the fence.

**545.6 PAYMENT**

- A. Work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid subsidiary to other items. This price is full compensation for furnishing and operating equipment, maintaining and repairing the fence, proper disposal, labor, materials, tools, and incidentals.

**- END OF SECTION -**