



MULTIPLE SEWERSHED PACKAGE 10A - PIPEBURSTING

Solicitation Number: CO-00249

SAWS Sewer Job No.: 18-4519

ADDENDUM 2

August 23, 2019

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bidding documents 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 proposal.

MODIFICATIONS TO SPECIFICATIONS

1. Remove the "General Wage Decision for Building Type: Number TX190231 01/18/2019 TX231" in its entirety and replace with the revised version "General Wage Decision for Building Type: Number TX20190231 08/02/2019" attached to this addendum.
2. Delete the Special Conditions in its entirety (pages SC-1 to SC-7) and replace with the attached Special Conditions (pages SC-1 to SC-7). The following items were updated:
 - a. Updated Section SC 2.1 part II
3. Delete the draft Right of Entry Agreement for the Project Location 13 property at 9706 North Interstate 35 (BCAD ID 535712) and replace with the attached Right of Entry Agreement.

RESPONSES TO QUESTIONS

1. Are the point repairs written as excavation or trenchless with a short liner?

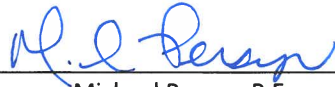
Answer: Point repairs are specified to be performed by open cut. Please refer to SAWS standard specification item 1103 "Point Repairs and Obstruction Removals."

2. Will the Owner please confirm ROE's cover all the work areas expected to be required for the project scope of work including bypass activities?

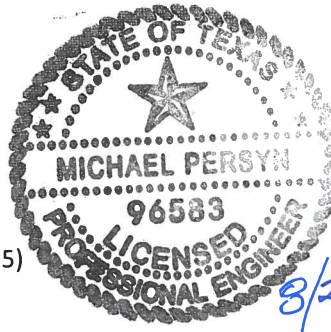
Answer: The ROE agreements in the bid documents are the only ROE agreements anticipated to be needed for this project based on the rehabilitation segments and conceptual bypass layouts shown in the bid documents. Per note 11 on sheet 3, the contractor is responsible for preparing a bypass plan for all locations that require bypassing. Contractor shall obtain agreements with private property owners at his expense if contractor's proposed bypass pumping plan does not utilize public right of way or SAWS easements shown in the plans.

3. Will the Owner please clarify allowed working hours during a working day for all project locations?

Answer: Work hours shall generally be limited to 8:00 am to 5:00 pm. Contractor shall coordinate with SAWS for working hours outside these limits. Working hours in TxDOT ROW shall be in accordance with the TxDOT permit. Contractor is advised that night work may be required in some locations.



Michael Persyn, P.E.
K Friese + Associates, Inc. (TBPE F-6535)



END OF ADDENDUM 2

This Addendum, including these two (2) pages, is twenty-five (25) pages with attachments in its entirety.

Attachments: Wage Rates – Building
 Special Conditions
 Right of Entry Agreement

"General Decision Number: TX20190231 08/02/2019

Superseded General Decision Number: TX20180280

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	08/02/2019

ASBE0087-014 01/01/2018

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR (Duct, Pipe and

Mechanical System Insulation)....\$ 22.72 10.02

BOIL0074-003 01/01/2017

Rates	Fringes
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BOILERMAKER.....\$ 28.00 22.35

* ELEC0060-003 06/01/2019

Rates	Fringes
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ELECTRICIAN (Communication

Technician Only).....\$ 22.55 9%+5.45

* ELEC0060-004 07/01/2019

Rates	Fringes
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ELECTRICIAN (Excludes Low

Voltage Wiring).....\$ 28.60 20%+5.45

ELEV0081-001 01/01/2019

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 40.57	33.705
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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
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POWER EQUIPMENT OPERATOR

Cranes.....	\$ 34.85	9.85
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IRON0066-013 09/01/2018

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....	\$ 22.05	6.73
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IRON0084-011 06/01/2018

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 23.77	7.12
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* PLUM0142-009 07/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 30.25	13.36
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 30.25	13.36

SFTX0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.03	15.84

* SHEE0067-004 06/01/2019

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 26.81	16.80
HVAC Duct Installation Only.	\$ 26.81	16.80

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
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OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 14.00	0.00
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OPERATOR: Bulldozer.....\$ 14.00	0.00
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OPERATOR: Drill.....\$ 14.50	0.00
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OPERATOR: Forklift.....\$ 12.50	0.00
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OPERATOR: Grader/Blade.....\$ 23.00	5.07
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OPERATOR: Loader.....\$ 12.79	0.00
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OPERATOR: Mechanic.....\$ 18.75	5.12
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
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OPERATOR: Roller.....\$ 12.00	0.00
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PAINTER (Brush, Roller and
Spray), Excludes Drywall

Finishing/Taping.....\$ 13.07	0.00
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ROOFER.....\$ 12.00	0.00
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TILE FINISHER.....\$ 11.32	0.00
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TILE SETTER.....\$ 14.94	0.00
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TRUCK DRIVER: Dump Truck.....\$ 12.39	1.18
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TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
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Truck.....	\$ 12.50	0.00
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TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
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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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION"

Special Conditions

SC-1.0 SCOPE OF WORK

The San Antonio Water System is soliciting Bids for the purpose of retaining a Contractor to perform the rehabilitation, replacement and/or adjustment of existing SAWS sanitary sewer pipeline facilities using pipebursting, Cured-In-Place Pipe (CIPP), and point repairs. The work will also involve replacement, rehabilitation, repair and/or upgrade of associated manhole structures and reconnection of all lateral services. These quantities are estimates only. This project includes work on 29 pipe segments at 13 different project locations. A segment is defined as the sewer main between two adjacent manholes or between a manhole and the end of the line where there is not an existing manhole. All quantities are estimated in the proposal, and it is the intent of the proposal and quantities to establish a fixed unit price for various line items to be paid to the Contractor by SAWS during the term 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 term of the contract. Some of the work involved in the projects may require but is not limited to installation, replacement, or removal of sidewalks, driveways, concrete curbs, wheel chair ramps, topsoil, sodding, concrete steps, sign relocations, and asphalt replacement.

SC 2.0 - PROJECT REQUIREMENTS

Contractor shall submit a completion report to SAWS when construction is completed. The completion report shall include but not limited to the following:

- Pre and post MPEG-1 format and written to CD/DVD video and video logs.

Any test and/or submittals specified in this contract documents such as density tests, structural properties, etc. that are required.

SC 2.1 - PERFORMANCE TIME

PROJECT MILESTONES:

- I. Multiple pipeline segments shall be under construction concurrently. Segments which are connected are defined as a "Project Location" unless noted otherwise in the Plans. Order of construction may be completed in any order at the Contractor's discretion, subject to limitations identified in sections SC 2.1.II through 2.1.V and SC 2.5 that follow. Order of construction shall be reflected in project baseline schedule and include Project Location No. outlined in table below.

Project Location and Description

Project Location No.	Area Description
1	Hwy 151 near Town Center Drive
2	I-410 at Winco Drive

3	I-35 near Carelin Drive
4	Brackenridge Golf Course
5	Hackberry Street at I-10
6	Easement between Sally Gay and Betty Jean
7	Coney Avenue at Clark
8	New Laredo Highway
9	Pyron Avenue at I-35
10	I-35 between Brighton and Flanders
11	San Jacinto Drive
12	E. Craig Place
13	I-410 at Fratt Road

- II. SAWS will obtain ROW permits from TxDOT as identified in the sequence below for the first two TxDOT Permits. The remaining TxDOT permits will be obtained by SAWS in accordance with the Contractor's baseline schedule. Note that permits expire on the 90th calendar day from issuance and may be amended by SAWS for one additional 90-day period (180 calendar days total). If a permit extends beyond 180 calendar days or expires prior to renewal, the permit must be resubmitted to TxDOT by SAWS. TxDOT has up to 30 calendar days for review. Contractor shall provide notification to SAWS 45 calendar days prior to desired start date for new permits or expiration of permit that has already been amended so that SAWS may resubmit the permit request to TxDOT.

TxDOT Permitting Sequence:

1. TxDOT Permit Number 6
2. TxDOT Permit Number 4
3. Remainder of permits shall be per Contractor's baseline schedule

Note that TxDOT permits are organized by roadway. For the purposes of tracking and communication between the Contractor and SAWS, permit numbers and Project Locations for this project are outlined below.

TxDOT Permit Number	Highway	Project Location
1	I-35	3
		9
		10
2	I-37	6
		7
3	I-10	5
4	Hwy 281	4
		12
5	I-410 NE	2
6	Hwy 151	1

7	Spur 353	8
8	Loop 368	13

- III. After substantial completion has been achieved for a “Project Location”, final completion must be completed within 30 calendar days. The Contractor is required to provide the SAWS Inspector and the Engineer final redlines before the segment can qualify for final completion.

Substantial completion is when all rehabilitation work has been completed, tested, and the sewer system has been accepted for service. Substantial completion includes manhole rehabilitation and installation of new ring, cover, and concrete encasement. Final completion is declared when the final punch list is approved by SAWS, all infrastructure is in the ground, and final pavement and surface restoration is completed. Final completion includes the removal of all bypass pumping equipment.

- IV. Contractor shall not work on more than four (4) project locations concurrently without prior written approval from SAWS Inspections. Work is defined as active construction operations (bypass pumping setup, CIPP lining, pipe bursting, manhole rehabilitation, or point repairs) and is not intended to limit preparatory work such as pre-CCTV activities, unless pre-CCTV requires bypass pumping due to heavy flows within the main. Contractor may have up to two (2) sites substantially complete but not at final completion that will not count towards the four (4) active project locations. SAWS reserves the right to limit the number of active project locations if Contractor fails to restore locations to final completion within the time indicated in part II of SC 2.1.
- V. Contractor’s baseline schedule shall incorporate schedules for schools within the project limits to perform the work during weekends, holidays, or scheduled school breaks to avoid construction during periods of school. Contact the respective school districts for detailed schedules.
- a. Stonewall Flanders Elementary School (210-939-3300) – San Antonio Independent School District
 - b. Thomas Nelson Page Middle School (210-228-1230) – San Antonio Independent School District

SC 2.2 - SPECIFICATIONS

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

SC 2.3 - PAYMENT

- I. As specified in the Contract Documents unit price cost for the items bid shall include all the necessary and incidental work as subsidiary to the bid item, unless specifically called out in the plans or approved by SAWS. Pay items indicating no separate or additional pay for incidental, related, associated or other work will take precedence if in conflict with other pay provisions. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items.
- II. It is the Contractor's responsibility for the preparation, research, submittal and layout of the location specific submittals, including the Storm Water Pollution Prevention Plan, Traffic Control Plan, the Bypass Pumping Plan, and its approvals at no cost to SAWS. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items. There will be no measurement or payment for the Tree Preservation Protection Permit or work.
- III. There will be no measurement or payment for insurance; bonding; and permitting costs on this contract. There will be no separate payment for temporary or permanent fencing, with all related costs included in the item to which it pertains. There will be no separate payment for clearing and grubbing or tree pruning.

SC 2.4 – TxDOT AND CoSA REQUIREMENT

- a. Contractor is to follow all TxDOT and CoSA requirements for project signage and visible identification when working within TxDOT and CoSA ROW.
- b. Contractor is to follow the CoSA requirements for impacted collector or arterial streets, which requires the Contractor to provide notification by electronic message boards seven (7) days prior to beginning construction. 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.
- c. Traffic Control Plans (TCP) and Bypass Layout Sheets are suggested routes only. The Contractor may provide an alternative Traffic Control Plan and Bypass Layout for approval by SAWS, TxDOT, and CoSA. The TCP must be signed, sealed, and dated by a Professional Engineer licensed in the state of Texas and submitted for approval at least two weeks prior to installation. The Bypass Pumping Plan shall meet the requirements of SAWS Specifications 864-S1 and 864-S2 as appropriate.
- d. The Contractor shall be aware that water ballasted systems (barriers) shall be provided at each location with open cut excavation within TxDOT ROW (NSPI), as per TXDOT requirements.

SC-2.5 ACCESS

- a. **ACCESS TO EASEMENT AREAS:** Access to some easements will require close coordination with landowners and their tenants, if any. The Contractor shall coordinate with the Inspector to provide notice to all involved parties well in advance of the work and indicate when field work will begin at each project location and provide an explanation of the type of work to be done and approximate schedule. The Contractor will bear full responsibility for any and all of his actions or results of any of his activities, intended or not, regardless where his work is taking place.
- b. **GOLF COURSE COORDINATION**
 - 1. Construction at the Brackenridge Golf Course (Refer to Project Location 4) shall be scheduled to occur between November and February or between July and September. Active construction work (cleaning or televising lines, installing bypass, beginning installation of liner, performing manhole rehabilitation) will not be allowed during weekends. Bypass pumping may remain operational during the night and over the weekend. Pipe installation shall be scheduled so that is complete prior to the weekend. The Contractor shall repair or replace any material damage incurred by his or her work to a condition that is acceptable to the Golf Course Superintendent, and resod (by approved methods) all grass areas which have been damaged by the Contractor's work.

SC-2.6 PERMITS

- a. The Owner has obtained a Floodplain Development Permit and Tree Permit from the City of San Antonio. The Owner has also obtained an Antiquities Permit from the Texas Historical Commission. Contractor shall coordinate with SAWS for TxDOT permits in accordance with part SC2.1.II of these Special Conditions. Contractor shall obtain ROW permit from COSA at his own expense. Contractor is responsible for all other required permits per the General Conditions.

SC 3.0 – 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.

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 30 day of January, 2019 by and between the **SAN ANTONIO WATER SYSTEM** ("Grantee") and **STEVEN BALLARD LEGACY, LLC** (referred to as "OWNER", whether one or more).

Property: 9706 North Interstate 35, San Antonio, Bexar County, Texas, as depicted in Exhibit "A" attached hereto (the "Property").

Legal Description: New City Block (NCB) 13807 BLK LOT SW IRR 200 FT OF 1

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 60 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 August 26, 2020, to enter upon the Property for purpose of (i) ingress and egress to and from Grantee's sewer pipeline and (ii) bypass pumping and (iii) installation of manholes, in the areas labeled as "Work 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 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.


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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 210-219-1893 before entering the Property.
2. 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.
3. Following work during the permitted hours above, SAWS shall then close, and shall not open OWNER's gates between the hours of 6:30 pm to 8:00am Monday through Friday and all day Saturday and Sunday.
4. SAWS contractors and assigns shall have a visible ID badge worn at all times while on OWNER'S property.
5. SAWS contractors and assigns shall be required to sign in once daily before entering the property. No unauthorized individuals shall be allowed to enter OWNER'S property. Unauthorized individuals will be trespassing and asked to vacate immediately. SAWS contractors and assigns entering OWNER'S property will be in a current employer/employee relationship with such contractor or assign.
6. SAWS contractors and assigns shall allow only essential company work vehicles on OWNER'S property. No personal vehicles are permitted on OWNER'S property.
7. SAWS contractors and assigns shall keep soil, debris, and other excavated materials within the Work Area or any adjoining SAWS easements. SAWS contractors and assigns shall remove all hazardous soil or other contaminated materials immediately whether deemed hazardous by odor or visual inspection. SAWS contractors and assigns shall have trenches back filled or trench-plated at the end of each work day.
8. SAWS contractors and assigns shall complete all excavation and trenching in accordance with applicable law.
9. SAWS contractors and assigns shall maintain portable toilets onsite, and to the extent applicable, OSHA guidelines shall be maintained.
10. SAWS contractors and assigns shall store all overnight equipment outside of the Work Area, unless other arrangements have been approved by OWNER. OWNER is not responsible for SAWS contractors and assigns property.
11. SAWS contractors and assigns shall provide the OWNER with a certificate evidencing liability insurance.
12. OWNER will meet in person with SAWS contractors and assigns a minimum of twenty-one (21) days before commencing work.

SAWS
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OWNER:
STEVEN BALLARD LEGACY, LLC
a Texas limited liability company

By: 
Printed Name: Steven Ballard
Title: Managing Member
Phone: 210-822-6400

GRANTEE:
CITY OF SAN ANTONIO, ACTING BY AN
THROUGH ITS SAN ANTONIO WATER SYSTEM

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

SSB
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Exhibit "A"

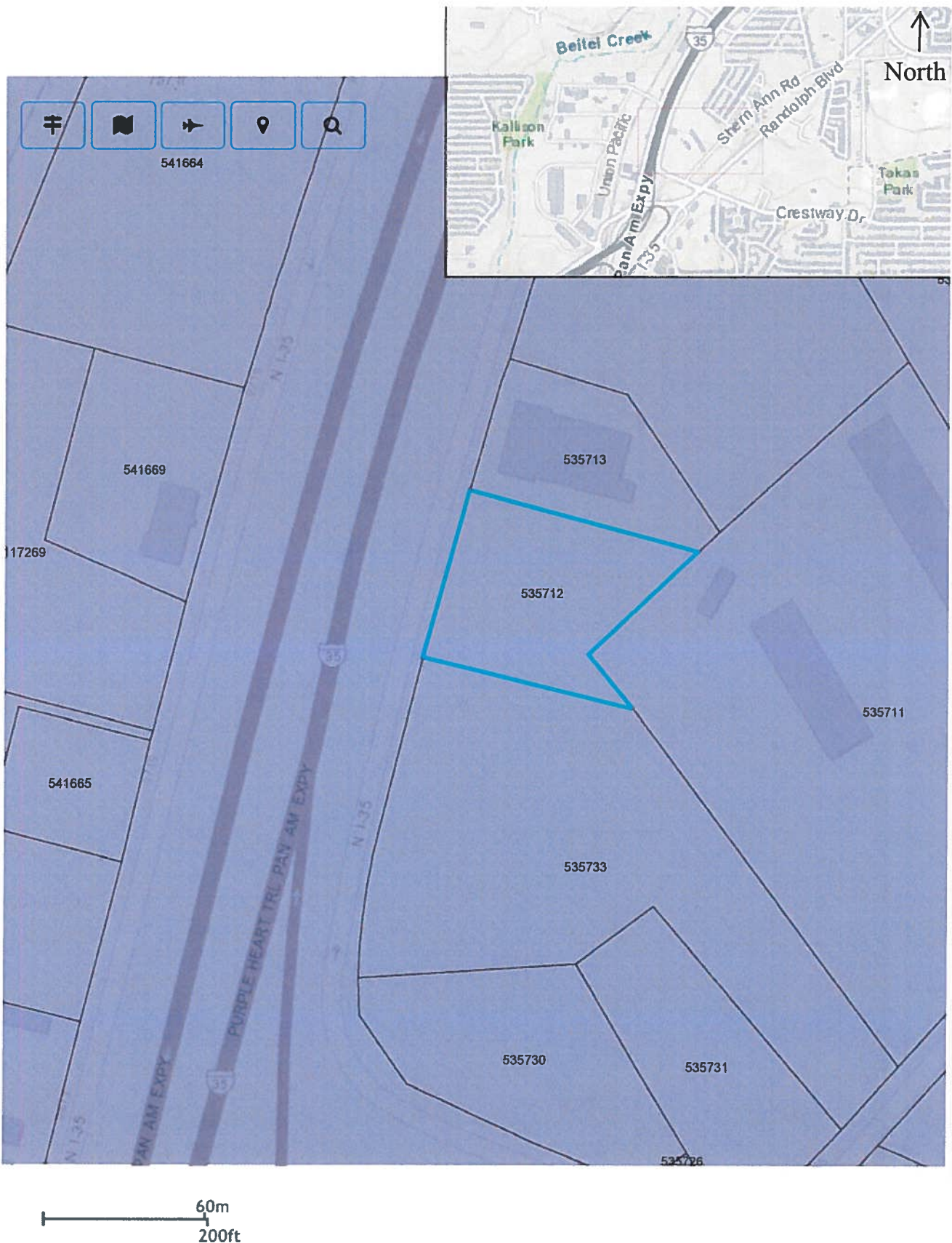





EXHIBIT "B"

STEVEN BALLARD
LEGACY, LLC
BCAD ID
535712

Work
Area

Legend

-  Manhole
-  Sewer main to be rehabilitated
-  Work Area

STEVEN BALLARD
LEGACY, LLC

