



**SAN ANTONIO WATER SYSTEM  
SMALL DIAMETER REHABILITATION PROGRAM -PROJECT 1  
JOB # 13-4806  
Solicitation No. B-13-CD-052-MF  
ADDENDUM NO. 2**

**October 1, 2013**

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

**1.0 MODIFICATION TO BID PROPOSAL:**

- Corrected bid item 852.1 - Sanitary Sewer Manhole (0'-6') and bid item 852.3 – Extra Depth Manholes (>6'). Remove and replace the Bid Proposal in its entirety with the attached.

**2.0 MODIFICATIONS TO PROJECT PHASING PLAN SHEET 3A of 36:**

- Existing note No. 2, now to be No. 3 to read:  
3. Contractor shall be permitted to work on 2 sites at the same time, however, Contractor shall not be allowed to work on more than six construction locations per site at one time or as permitted by SAWS Inspection Division.

**3.0 REMOVE AND REPLACE THE SPECIAL CONDITIONS:**

- Added requirement to submit project work schedule with bid
- Added note that no work is permitted within railroad easement or 25 feet from railroad tracks.

**4.0 MODIFICATION TO SUPPLEMENTAL CONDITIONS:**

- Added note to supplement Article V. Remove and replace the Supplemental Conditions in its entirety with the attached.

**5.0 MODIFICATION TO SPECIFICATION 1103 – POINT REPAIRS AND OBSTRUCTION REMOVALS:**

- Any mention to bid item 1001 – Flow Management shall be replaced with bid item 864 – Bypass Pumping.
- Add the following to the end of the paragraph to 1103.3.10.E:

For pipe bursting projects, existing utilities located within 18 inches of the existing sewer main to be reconstructed may also be considered obstruction removals by excavation if excavation is necessary to prevent damage to the existing utility line.

**6.0 CLARIFICATION:**

- No questions were received before the deadline.



10-1-2013

**ACKNOWLEDGEMENT BY BIDDER**

Each bidder is requested to acknowledge receipt of this Addendum No. 2 by his/her signature affixed hereto and to file same and attach with his/her bid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

END OF ADDENDUM NO. 2 – (1 page)

PROPOSAL

PROPOSAL OF \_\_\_\_\_, a corporation

a partnership consisting of \_\_\_\_\_

and an individual doing business as \_\_\_\_\_

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System **Small Diameter Rehabilitation Program – Project 1** Job Number **13-4806** in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
103.1	Remove Concrete Curb  _____ Dollars and _____ Cents	LF	25	_____	_____
103.3	Remove Concrete Sidewalk and Driveway  _____ Dollars and _____ Cents	SF	50	_____	_____
203.1	Tack Coat  _____ Dollars and _____ Cents	GAL	590	_____	_____
205.2	Hot Mix Asphaltic Concrete - Type "C" (1.5" Compacted Depth)  _____ Dollars and _____ Cents	SY	280	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
205.2	Hot Mix Asphaltic Concrete - Type "C" (2" Compacted Depth)				
	_____ Dollars				
	and _____ Cents	SY	280	_____	_____
205.4	Hot Mix Asphaltic Pavement - Type D (2" Compacted Depth)				
	_____ Dollars				
	and _____ Cents	SY	5896	_____	_____
206.1	Asphalt Treated Base - (10" Thick)				
	_____ Dollars				
	and _____ Cents	SY	220	_____	_____
208.1	Salvage, Haul, Stockpile Asphalt Pavement 2" Depth				
	_____ Dollars				
	and _____ Cents	SY	5896	_____	_____
500.1	Concrete Curb				
	_____ Dollars				
	and _____ Cents	LF	25	_____	_____
502.1	Concrete Sidewalk				
	_____ Dollars				
	and _____ Cents	SY	20	_____	_____
503.1	Portland Cement Concrete Driveways				
	_____ Dollars				
	and _____ Cents	SY	20	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
503.2	Commercial Driveways  _____ Dollars and _____ Cents	SY	50	_____	_____
511.3	Cutting and Replacing Pavements (10" ATH & 3" HMAC)  _____ Dollars and _____ Cents	SY	200	_____	_____
515.1	Topsoil  _____ Dollars and _____ Cents	CY	20	_____	_____
516.1	Bermuda Sodding  _____ Dollars and _____ Cents	SY	15	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site I  _____ Dollars and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site II  _____ Dollars and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site III  _____ Dollars and _____ Cents	EA	1	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
530.1	Barricades, Signs and Traffic Handling for Entire Site IV  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site V  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site I  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site II  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site III  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site IV  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site V  _____ Dollars				
	and _____ Cents	EA	1	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
805	Traffic Control Plan for Entire Site I  _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site II  _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site III  _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site IV  _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site V  _____ Dollars and _____ Cents	EA	1	_____	_____
851	Adjusting Existing Manholes  _____ Dollars and _____ Cents	EA	5	_____	_____
852.1	Sanitary Sewer Manhole (0'-6')  _____ Dollars and _____ Cents	EA	5	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
852.2	Sanitary Sewer Drop Manhole (0' – 6')				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
852.3	Extra Depth Manholes (>6')				
	_____ Dollars				
	and _____ Cents	VF	5	_____	_____
854	Sanitary Sewer Lateral				
	_____ Dollars				
	and _____ Cents	LF	20	_____	_____
854.1	One-Way Sanitary Sewer Clean-Out				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
855	Reconstruction of Existing Manholes				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
858	Concrete Encasement, Cradles, Saddles and Collars				
	_____ Dollars				
	and _____ Cents	CY	5	_____	_____
864	Bypass Pumping for Entire Site I				
	_____ Dollars				
	and _____ Cents	EA	1	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
864	Bypass Pumping for Entire Site II  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site III  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site IV  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site V  _____ Dollars				
	and _____ Cents	EA	1	_____	_____
865	Sewer Main Pre-Television Inspection (8" – 15")  _____ Dollars				
	and _____ Cents	LF	13216	_____	_____
865	Sewer Main Pre-Television Inspection (18" – 24")  _____ Dollars				
	and _____ Cents	LF	888	_____	_____
868.1	Sewer Main Cleaning – Normal (8" through 15" Diameter)  _____ Dollars				
	and _____ Cents	LF	13216	_____	_____



Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
868.1	Sewer Main Cleaning – Normal (18” through 24” Diameter)				
	_____ Dollars				
	and _____ Cents	LF	888	_____	_____
900.1	Pipe Bursting 8” Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	10227	_____	_____
900.1	Pipe Bursting 10” Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	2495	_____	_____
900.1	Pipe Bursting 12” Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	342	_____	_____
900.1	Pipe Bursting 15” Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	152	_____	_____
900.1	Pipe Bursting 18” Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	888	_____	_____
901.1	Install 8” CIPP Sanitary Sewer Pipe, All Depths				
	_____ Dollars				
	and _____ Cents	LF	500	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
901.1	Install 10" CIPP Sanitary Sewer Pipe, All Depths  _____ Dollars and _____ Cents	LF	500	_____	_____
901.1	Install 12" CIPP Sanitary Sewer Pipe, All Depths  _____ Dollars and _____ Cents	LF	342	_____	_____
901.1	Install 15" CIPP Sanitary Sewer Pipe, All Depths  _____ Dollars and _____ Cents	LF	152	_____	_____
901.1	Install 18" CIPP Sanitary Sewer Pipe, All Depths  _____ Dollars and _____ Cents	LF	478	_____	_____
910.1	Manhole Rehabilitation (Standard Manholes 4 ft. in Diameter)  _____ Dollars and _____ Cents	VF	650.51	_____	_____
1103.1	Point Repairs for 8" or 10" Diameter, (0'-10' Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	17	_____	_____
1103.1	Point Repairs for 8" or 10" Diameter, (10'-15' Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	3	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
1103.1	Point Repairs for 8” or 10” Diameter, (>15’ Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 12” or 15” Diameter, (0’-10’ Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 12” or 15” Diameter, (10’-15’ Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 18” or 21” Diameter, (0’-10’ Depth) Including up to 10 LF of Piping  _____ Dollars and _____ Cents	EA	5	_____	_____
1103.2	Extra Length Point Repair, 8” – 18” Diameter, All Depths  _____ Dollars and _____ Cents	LF	50	_____	_____
1103.3	Obstruction Removal by Excavation, 8” – 18” Diameter, All Depths  _____ Dollars and _____ Cents	EA	2	_____	_____
1109	Service Reconnection, (W/Open Cut Excavation, 0’ – 10’ Depth, Including up to 10 LF of Lateral)  _____ Dollars and _____ Cents	EA	140	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
1109	Service Reconnection, (W/Open Cut Excavation, 10' – 15' Depth, Including up to 10 LF of Lateral)  _____ Dollars and _____ Cents	EA	5	_____	_____
1109	Service Reconnection, (W/Open Cut Excavation, >15" Depth, Including up to 10 LF of Lateral)  _____ Dollars and _____ Cents	EA	3	_____	_____
4438	Flowable Fill  _____ Dollars and _____ Cents	CY	100	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
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Bid Summary

**TOTAL BID AMOUNT**

\$ \_\_\_\_\_

\_\_\_\_\_  
BIDDER'S SIGNATURE & TITLE

\_\_\_\_\_  
FIRM'S NAME (TYPE OR PRINT)

\_\_\_\_\_  
FIRM'S ADDRESS

\_\_\_\_\_  
FIRM'S PHONE NO. /FAX NO.

\_\_\_\_\_  
FIRM'S EMAIL ADDRESS

The Contractor herein acknowledges receipt of the following:  
Addendum 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 **180** calendar days after the start date, as set forth in the Authorization to Proceed. **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.

### PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank payable to the Order of the San Antonio Water System for \_\_\_\_\_ dollars (\$\_\_\_\_\_), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 60 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 30 days after the award of the Contract.

The work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Work shall be completed in full within \_\_\_\_ consecutive calendar days.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The undersigned further acknowledges compliance with "Wage and Labor Standard Provisions" of this contract and the use of the Blue Book rental rates for establishment of equipment rental rates whether owned or leased during the course of this Contract.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: \_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Please return bidder's check to:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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## SPECIAL CONDITIONS

### SC-1.0 PROJECT REQUIREMENTS

#### SC-1.00 Instruction to Bidders:

1. Item 23 on page IB-7 of the Instructions to Bidders shall be removed and replaced with the following:

“To assist the San Antonio Water System in performing the bidder evaluation and subsequent recommendation of award, each and every bidder **must submit the following with their bid**. Failure to provide the required information may result in determining a non-responsive bidder:

- (a) A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.
- (b) An information packet on company showing experience, organization and equipment.
- (c) A project work schedule and statement regarding ability to complete the project within the schedule taking into account existing commitments.
- (d) Record of performance submittals as required by Special Conditions Section SC-2.1.”
- (e) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.

#### SC-1.01 Record of Performance Submittals:

Information required in this section **must be submitted with the bid**. Any bid package that does not include this information may be determined to be non-responsive. The Bidder shall meet the following minimum qualifications for performing sewer rehabilitation work:

1. The record of performance submittal as specified in the Instruction to Bidders, 23.(d), shall be provided for Bidder’s staff/personnel, not the company.
2. The Bidder shall have successfully completed all of the following:
  - A. Successful rehabilitation of a minimum of 5,000 linear feet of sanitary sewer main utilizing the pipe bursting/crushing methods as is required to accomplish the work on this project.

To verify Bidder’s experience information, provide a list of individuals familiar with the above referenced projects who can verify, as the owner or engineer, the above information is true and correct. Provide verified telephone numbers, email address, project names, project size and scope, project cost, project start and stop dates, pipe materials and sizes installed, and the equipment and methods utilized on the project.

The Bidder shall be required to have at least one crew and one superintendent that is qualified in the method of rehabilitation being performed on job site during rehabilitation activities.

SC-1.02 **Project Sites and Locations.** This Project has 6 Sites. These 6 Sites have various number of Locations within each Site. For example: Site IV has 6 Locations within the Site (A-I). The following “per each” bid items shall represent 1 each for entire Site to include any and all Locations within the 6 Sites:

- Item 530.1 – Barricades, Signs and Traffic Handling for entire Site “XX”
- Item 553 - Storm Water Pollution Prevention Plan for entire Site XX
- Item 805 - Traffic Control Plan for entire Site XX
- Item 864 - Bypass Pumping for entire Site XX

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 or complexity of work performed during the initial term of the contract.

SAWS does not guarantee that each bid item in this contract will be used.

#### Meetings

1. A mandatory project coordination meeting may be held with project inspector and affected entities such as CoSA Right of Way Dept., Railroad, TxDOT, etc.

Contractor shall provide owner with an emergency 24 hour telephone number for evenings, weekends, and holidays by the first working day of the project. This telephone number must be a commercial answering service. The answering service must be able to contact the Contractor and the Contractor must respond back to the owner within two hours of the initial contact.

The Contractor shall submit pre and post-televising videos in accordance to SAWS Standard Specification Item 866.

The Contractor shall submit all record drawings as required to SAWS inspections.

#### Completion Report:

1. Contractor shall submit a completion report to SAWS when each Site is completed.
2. 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.
  - Complete invoices including all sub contractors identifying all unit price items utilized (quantity, description, and unit price and total dollar amount) on each respective site within the project. The quantity must be agreed on with the SAWS inspector.
  - Any test and/or submittals specified in this contract documents such as



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density tests, structural properties, etc. that are required.

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 if so specified in the Standard or Special Specifications.

SC-1.03 Project Phasing Plan: The Contractor is required to submit a Project Phasing Plan for the owner's approval.

SC-1.04 Traffic Requirements: Unless in writing specifically directed otherwise or modified as may be appropriate by the City of San Antonio and the Construction Inspector, the Contractor shall execute work in accordance with traffic requirements contained in these contract documents, including requirements in the City's Street Cut Permit, the Traffic Notes on the plans, any TXDOT or other permits as applicable, and Item 530, Barricades, signs and Traffic Handling and other requirements as may be required based on field conditions as requested by the Inspector.

SC-1.05 Contractor Identification: All traffic barricades which are required in accordance with the established regulations shall be identified on both sides in prominent stenciled letters with the Contractor's name, local address and telephone number.

SC-1.06 Storm Water Pollution Prevention Plan: The Contractor is responsible for carrying out the Storm Water Pollution Prevention Plan in accordance with local requirements, including any revisions made to the plan during construction.

The Contractor will be required on this project to utilize erosion control measures deemed necessary to control wind and water soil erosion accordance with specifications included in this project. Because of the uncertain nature of the open cut work and where excavation and stockpiling will be required, the Contractor will be required to maintain and determine the location and amount of erosion control measures needed and adjust the plan continually to meet project needs. Bid item 553 for a SWPPP is included in this project and any permits, material, etc required for this SWPPP shall be paid under this bid item. Contractor shall comply with the TCEQ's TXR150000 criteria and regulations for Storm Water Pollution Prevention Control.

SC-1.07 Working Hours: Working time on this project is Monday through Friday between 8:00 AM and 5:00 PM. In addition to no work being permitted on Sundays and holidays, no work shall occur on Saturdays without specific, written permission of SAWS forty-eight (48) hours in advance of intent to perform Work.

SC-1.08 Permits: Contractor is responsible to secure and pay for all permits required to perform the work. SAWS will not reimburse the Contractor for any permit fees.

SC-1.09 Project Signs: Contractor to provide Project Signs as per SAWS Specification No. 869.

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- SC-1.10 Contractor shall adhere to the requirements of the latest City of San Antonio Tree Ordinance. Adherence to the City of San Antonio Tree Ordinance will not be measured and paid for separately, but shall be considered subsidiary to other bid items (No Separate Pay Item).
- SC-1.11 Wheelchair Ramps. All work associated with the construction of wheelchair ramps shall be in accordance with the requirements of Item 502.1 Concrete Sidewalks and/or Item 500 Concrete Curbing of the City of San Antonio Standard Specifications for Public Works Construction. In addition, these items shall include the construction of all wheelchair ramps in accordance to CoSA details. The measurement and payment of wheelchair ramps shall be inclusive as stated within these specific items of Concrete Sidewalks and Concrete Curbing/ machine laid curb. All payment shall include full compensation for preparing the subgrade; furnishing and placing all material, joints, backfill, excavation, concrete, reinforcement, expansion joints, form work, tools, labor, equipment, and any incidentals necessary, to complete the work.
- SC-1.12 Railroad: No stockpiling, parking or any construction activities are permitted within railroad easement or 25 feet from railroad tracks.

**SC-2.0 PROJECT MATERIALS & WORKMANSHIP**

- SC-2.01 Disposal of Non-Hazardous Waste Material/Substances: Article V, paragraph 5.9.4 of the General Conditions of these Contract Documents are amended as follows:

“Contractor will dispose of all non-hazardous material ....in accordance with state and federal regulations. All completed bills of lading, manifests or other shipping documents for this material will be provided to SAWS” at no additional cost to the Owner.

**SC-3.0 GENERAL NOTES.** The following general notes shall be adhered to.

1. All materials and construction procedures within the scope of this contract shall be approved by the San Antonio Water System (SAWS) and comply with the following as applicable.
  - A. Current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems (30 TAC §290.38 – §290.47).
  - B. Current TXDOT “Standard Specifications for Construction of Highways, Streets and Drainage.”
  - C. Current “San Antonio Water System Standard Specifications for Water and Sanitary Sewer Construction.”
  - D. Current City of San Antonio “Standard Specifications for Public Works Construction.”
  - E. Current Bexar County Specifications.

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- F. Current City of San Antonio “Right-of-Way Ordinance and Criteria Manual”.
  - G. Current OSHA standards for safety and procedures as applicable.
  - H. Any governing jurisdiction’s laws and regulations.
2. The Contractor/Superintendent is to notify and make arrangements with the SAWS, COSA, TxDOT or other jurisdiction’s representative and involve the home resident and/or property owners 48 hours prior to excavation or start of project. *For projects located within the Edwards Aquifer Recharge Zone, the Contractor must contact the local TCEQ representative at 210-403-4073 to coordinate project schedule and issues.*
  3. The existence and location of underground utilities indicated on the plans are taken from the best records available and are not guaranteed to be accurate. The Contractor/Superintendent is responsible for maintaining, supporting, and protecting the integrity of underground utilities and power poles during construction, and is required to call the following numbers 48 hours before beginning any excavation.

San Antonio Water System	233-2010
COSA Drainage	207-8048
COSA Traffic Signal Operations	207-7720
Texas State Wide one Call Locator	1-800-545-6005

Where High Voltage Overhead Power Lines are in close proximity to the work, the Contractor shall be in accordance with the requirements of Chapter 752 of the Texas Health & Safety Code.

4. If damaged, the Contractor shall be responsible for restoring existing features at the project site, including but not limited to existing utilities, concrete rip-rip, concrete drainage structures, curbs, streets, driveways, sidewalks, signs, pavements, sprinkler systems, fences, vegetation, landscaping, etc. to its original or better condition. (No Separate Pay Item)
5. Trench excavation protection shall be accomplished as required by the provisions of Part 1926, Subpart P-Excavation, Trenching, and Shoring of The Occupational Safety and Health’s Standards and Interpretations. The Contractor shall also comply with the provisions included in Item 550, Trench Excavation Safety Protection, of the current San Antonio Water System Specifications for Water and Sanitary Sewer Construction.

**SC-5.0 BARRICADES, SIGN AND TRAFFIC HANDLING.**

If off duty police officers are required, payment for off duty police officers shall be considered subsidiary to Item 530 Barricades, Signs, and Traffic Handling (no separate pay item).

**SC-6.0 CONSENT DECREE**

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Small Diameter Rehabilitation Program – Project 1  
Solicitation No. B-13-052-MF**

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, 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/docs/20130723\\_SAWS\\_EPA\\_FinalDecree.pdf](http://www.saws.org/infrastructure/epa/docs/20130723_SAWS_EPA_FinalDecree.pdf).

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.

**END OF SPECIAL CONDITIONS**

## Supplemental 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 self-performed, 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 5.7 -Contractor’s Standard Commercial Insurance Specifications and Certificate of Liability Insurance Requirements

Section 5.7.1.1.8 – Builder’s Risk line of coverage is hereby waived.

**Article VI.- Contract Changes**

Section 6.5.4.4 of the General Conditions shall be supplemented as follows:

**Equipment:** For Contractor-owned machinery, trucks, power tools or other equipment, necessary for use on Change Order work, the Rental Rate Blue Book for Construction Equipment (hereafter referred to as “Blue Book”) rate, as modified by the following, will be used to establish Contractor’s allowable hourly rental rates. Equipment used shall be at the rates in effect for each section of the Blue Book at the time of use. The following formula shall be used to compute the hourly rates:

$$H = \underline{M \times R1 \times R2} + OP \ 176$$

Where H = Hourly Rate M = Monthly Rate

R1 = Rate Adjustment Factor R2 =

Regional Adjustment Factor OP =

Operating Costs

If Contractor-owned machinery and/or equipment is not available and equipment is rented from an outside source, the hourly rate shall be established by dividing the actual invoice cost by the actual number of hours the equipment is involved in the Work. Owner reserves the right to limit the hourly rate to comparable Blue Book rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs and servicing, the Blue Book hourly operating cost shall be allowed to be added for each hour the equipment operates. The allowable equipment hourly rates shall be paid for each hour that the equipment is involved in the Work and an additional maximum of fifteen percent (15%) may be added as compensation.

The remaining sections of Article VI shall remain the same.

**ARTICLE VIII.- CONTRACT COMPLETION TIME****Section 8.6 – Liquidated Damages for Failure to Complete on Time**

Add the following paragraph to section 8.6:

“For the purpose of this contract, the liquidated damages have been calculated at \$706.00 per day.

**Instructions to bidders:**

(f) Reservation of Rights: SAWS reserves its right to ask for additional projects or clarification of information submitted to complete the review of or establish a bidder's record of performance.

**GENERAL CONDITIONS**

**Article V.- CONTRACT RESPONSIBILITIES:**

Delete: Provide Contractor with benchmarks

Add: Provide Contractor with control points

**Article V. PROJECT COMPLETION AND ACCEPTANCE:**

Section 9.1.6 of the General Conditions add the following:

“In addition, all TWDB required closeout documents must be received by the TWDB project representative prior to TWDB authorizing the release of retainage.”

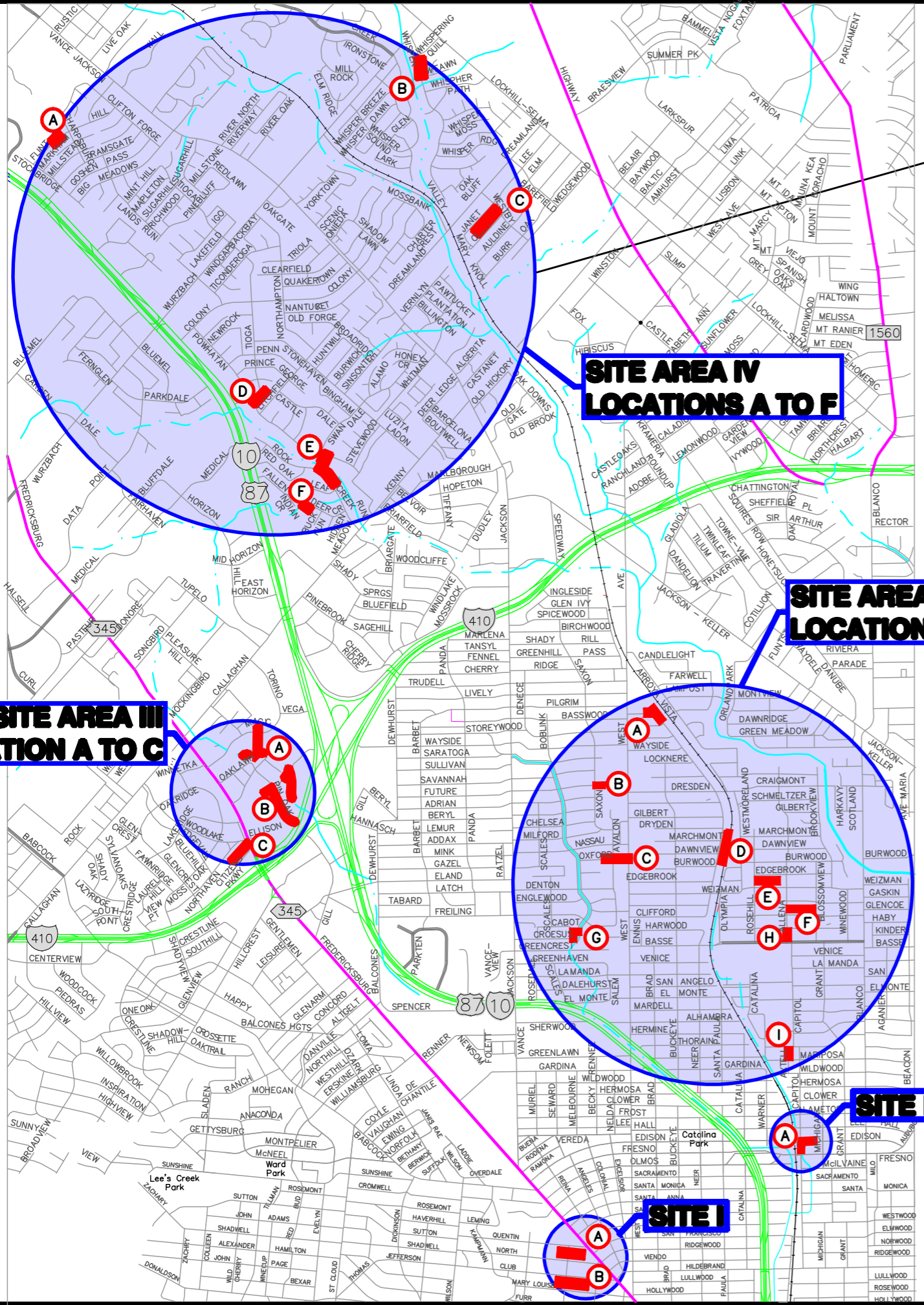
**Article V- Contractor Responsibility**

Section 5.3.7 of the General Conditions shall be supplemented as follows:





**Permits:** The contractor shall be responsible for all cost associated with registering with the City of San Antonio Right of Way Office (COSA ROW), applying and obtaining COSA ROW Street cut permit(s) as required for the project and shall keep the permit active during the course of the work. Contractor is also responsible of the initial permit, permit renewals, expedited permits and any and all cost include but not limited to COSA ROW inspection fees, penalties and or any and all fees associated with the permit.

To register, contractors should contact the COSA ROW office @ 210-207-6949

The remaining sections of Article V shall remain the same.



**LEGEND**

-  SITE AREA
-  SITE AREA NUMBER AND CONSTRUCTION LOCATIONS
-  CONSTRUCTION LOCATION AREA
-  CONSTRUCTION LOCATION I.D. LETTER



**SITE AREA IV  
LOCATIONS A TO F**

**SITE AREA V  
LOCATIONS A TO I**

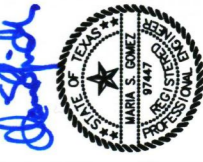
**SITE AREA III  
LOCATION A TO C**

**SITE II**

**SITE I**

**PHASING NOTES:**

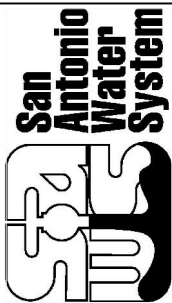
1. CONTRACTOR SHALL PROVIDE SAWS A CONSTRUCTION SCHEDULE FOR APPROVAL THAT ADDRESSES CONSTRUCTION SEQUENCE AND TIME LINE FOR EACH SITE AND THEIR RESPECTIVE CONSTRUCTION LOCATIONS. (N.S.P.I.)
2. WORK ON ANY CONSTRUCTION LOCATION WITHIN EACH SITE MUST BE COMPLETED AND APPROVED BY THE SAWS INSPECTOR BEFORE INITIATING WORK ON THE NEXT SCHEDULED CONSTRUCTION LOCATION.
3. CONTRACTOR SHALL BE PERMITTED TO WORK ON 2 SITES AT THE SAME TIME, HOWEVER, CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON MORE THAN SIX CONSTRUCTION LOCATIONS PER SITE AT ONE TIME OR AS PERMITTED BY SAWS INSPECTOR DIVISION.



DATE: 10/1/2013

**GREG GOMEZ, INC.**

**ENGINEERS**



**San Antonio Water System**

**SAN ANTONIO WATER SYSTEM**

**SMALL DIAMETER REHABILITATION PROGRAM**

**SANITARY SEWER IMPROVEMENTS**

**PHASING**

DATE: SEPTEMBER 2013

Designed by: GDG and MSG

Drawn by: ELS

Checked by: MSG


Approved by: GGG

GGI Project No.:

SAWS Project No.: 13-4806

SCALE: N.T.S.

NO. Date Revisions By



**San Antonio Water System**

**SMALL DIAMETER REHABILITATION PROGRAM**

DEVELOPER: SAN ANTONIO WATER SYSTEM  
CONT. BUDGET PROJ. #

SUBMITTED \_\_\_\_\_

APPROVED \_\_\_\_\_

MAP NO. \_\_\_\_\_

SECTION NO. \_\_\_\_\_

SHEET **3A**

OF 36

JOB No. 13-4806

ADDENDUM No. 2, SHEET 24 OF 24