



W-6 UPPER SEGMENT: HWY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT
Solicitation Number: CO-00317
Job No.: 19-4519

ADDENDUM 2
March 13, 2020

To Respondent of Record:

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

RESPONSES TO QUESTIONS

Q1: As the precautions and cancellations of group gatherings have significantly ramped up by the Federal, State and local authorities due to Coronavirus concerns, is any consideration being given to delaying the pre bid meeting or doing it on line? Since this is a large tunnel project, many of the contractors will have to travel in from other areas

Response: *Online (WebEx) attendance will be available for the March 18th mandatory pre-proposal meeting. Information is provided in the revised Request for Competitive Sealed Proposal (RFCSP) document, included within this addendum.*

CHANGES TO SPECIFICATIONS

1. Remove the Request for Competitive Sealed Proposals (RFCSP) and replace with the attached document.
2. Revise Supplementary Instructions to Respondents (SIR) – Section E.3.b.i

The statement to be replaced currently reads

- i. Provide a critical path method (CPM) schedule in Primavera or Microsoft Project. The proposed project schedule shall take the following into consideration.*
 - *The anticipated Notice to Proceed (NTP) for this Project is July 1, 2020. Respondent shall use this date for developing the proposed project schedule.*
 - *Include contractual milestones, limitations, and completion as described within the Contract Documents. Include any prescribed dates as schedule milestones.*
 - *Include any long lead procurement items, including the Tunnel Boring Machines (TBM), as a schedule task.*

The above statement to be replaced with the following

- i. Provide a critical path method (CPM) schedule in Primavera or Microsoft Project. The proposed project schedule shall take the following into consideration.*
 - *The anticipated Notice to Proceed (NTP) for this Project is July 13, 2020. Respondent shall use this date for developing the proposed project schedule.*
 - *Include contractual milestones, limitations, and completion as described within the Contract Documents. Include any prescribed dates as schedule milestones.*

- *Include any long lead procurement items, including the Tunnel Boring Machines (TBM), as a schedule task.*

3. Revise Evaluation Criteria Form – Section 3.b.i

The statement to be replaced currently reads:

- i. *Provide a critical path method (CPM) schedule in Primavera or Microsoft Project. The proposed project schedule shall take the following into consideration.*
- *The anticipated Notice to Proceed (NTP) for this Project is July 1, 2020. Respondent shall use this date for developing the proposed project schedule.*
 - *Include contractual milestones, limitations, and completion as described within the Contract Documents. Include any prescribed dates as schedule milestones.*
 - *Include any long lead procurement items, including the Tunnel Boring Machines (TBM), as a schedule task.*

The above statement to be replaced with the following:

- i. *Provide a critical path method (CPM) schedule in Primavera or Microsoft Project. The proposed project schedule shall take the following into consideration.*
- *The anticipated Notice to Proceed (NTP) for this Project is July 13, 2020. Respondent shall use this date for developing the proposed project schedule.*
 - *Include contractual milestones, limitations, and completion as described within the Contract Documents. Include any prescribed dates as schedule milestones.*
 - *Include any long lead procurement items, including the Tunnel Boring Machines (TBM), as a schedule task.*

4. Remove the Supplemental Conditions in its entirety and replace with the attached document. (Revisions to the original are depicted by revision clouds around the changed portions.)

END OF ADDENDUM 1

This Addendum is 15 pages in its entirety, including attachments.

Attachments:

- Request for Competitive Sealed Proposals (RFCSP)
- WebEx Instructions
- Supplemental Conditions

Jeffrey A. Farnsworth
Kimley-Horn and Associates, Inc.



REQUEST FOR COMPETITIVE SEALED PROPOSALS
(RFCSP)

Solicitation No. CO-00317

Sealed proposals are requested by the San Antonio Water System for the construction of approximately 29,000 LF of 60-inch, 78-inch, and 104-inch gravity sewer main via tunneling and short segments of open cut, as well as, the construction of 16-foot diameter access shafts with depths ranging from 40 to 140-feet deep, and including the abandonment of existing 48 and 54-inch gravity sewer mains for the W-6 Upper Segment: Hwy 90 to SW Military Drive Sewer Main Project, SAWS Job No. 19-4519.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at www.saws.org and click on the Business Center. Then select Bidder, Consultant, and Vendor Registration, which is located on the left-hand side of the screen. Select the Register Now button and proceed with registration.

For difficulties downloading plans and specifications, contact the Contracting Department at 210-233-3341.

A **mandatory** pre-proposal meeting will be held at **2:00 PM (CT) on March 18, 2020** at the San Antonio Water System's Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas, 78212, 1st floor, Conference Room CR-C145. **SAWS recommends arriving 30 minutes prior to the pre-proposal meeting to check-in at the guard station. Please be advised that under no circumstances shall any late or non-attendee(s) to the mandatory pre-proposal meeting be allowed to submit a proposal for the project.** If you are not able to attend in person, WebEx has been made available. Attendees are advised to join the WebEx meeting at least 30 minutes prior. Attendees who join after 2:00 pm will not be considered signed in to the meeting. See WebEx Instructions for login details.

Viewings of the geotechnical core samples will be provided. The dates for viewings will be March 19, March 26, and April 2. Registration for the viewings will be take place at the pre-proposal meeting.

For questions regarding this solicitation, technical questions or additional information, please contact Florinda Gonzales, in writing via email to: Florinda.Gonzales@saws.org or by fax to (210) 233-5415 until **10:00 AM (CT) on April 1, 2020**. Answers to the questions will be posted to the website by **4:00 PM (CT) on April 9, 2020** as a separate document or included as part of an addendum. Be advised that firms responding to this RFCSP (Respondents) are prohibited from communicating with any other SAWS staff, the Consultant, the Developer, or COSA officials regarding this RFCSP up until the contract is awarded as outlined in the Instructions to Respondents.

Sealed proposals will be received by Counter Services in the Customer Service office across from the Guard Station, 2800 U.S. Hwy 281 North, Customer Center Building, San Antonio, Texas 78212, **until 10:00 AM (CT), May 1, 2020**. Proposals will then be publicly opened and read aloud by Contract Administration in CR-C137, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. Each proposal must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total proposal price.



**W-6 UPPER SEGMENT:
HWY 90 TO SW MILITARY DRIVE SEWER MAIN
SOLICITATION NO. CO-00317**

**MANDATORY PRE-SUBMITTAL MEETING
WEDNESDAY MARCH 18, 2020 – 2:00 PM CDT**

WEBEX INSTRUCTIONS

1. Attendees are advised to join the meeting at least 30 minutes (1:30 pm CDT) prior to the MANDATORY Pre-Submittal meeting in order to sign in and to work through any potential technical or login issues ahead of time. **Attendees who join after 2:00 pm will not be considered signed in.**
2. At the time of the MANDATORY Pre-Submittal meeting, attendees should click the “Join the meeting” hyperlink to access the meeting:

[Join the meeting](#)

The meeting number is: 995 382 635

For Audio Connection dial: 210-233-2550 (SAWS WebEx)
Access Code: 995 382 635

Password: SAWS w-6

3. It is anticipated that attendees will need both visual and audio connections for the meeting. It is advised to try to access the system in advance to work through any technical issues that may occur.
4. When attendees are logging in to WebEx they should include their Company name before their first name to help SAWS capture the participants.
5. Questions for the Mandatory Pre-Submittal meeting shall be submitted within the WebEx system as opposed to verbally. SAWS staff will read aloud each question received and provide a response during the meeting.
6. Should there be any technical issues on the date of the meeting but before the meeting has started, reach out to Florinda Gonzales using the below:

Florinda Gonzales
Interim Contract Administrator
210-233-3914
florinda.gonzales@saws.org

If there are any issues after the meeting has started, reach out to Stella Manzello using the below:

Stella Manzello
Contract Administrator
210-233-3854
Stella.Manzello@saws.org

Supplemental Conditions

ARTICLE I - CONTRACT DEFINITIONS

Remove Section 17 in its entirety and replace with the following:

17. CONTRACT DOCUMENTS - The Contract Documents consist of Bidding or Proposal Documents (Invitation to Bidder's or Invitation for Competitive Sealed Proposals, the Instructions to Bidders or the Instructions to Respondents, the Supplementary Instructions to Respondents, the Contractor's completed Bid Proposal or Price Proposal form, the Addenda), the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions), the Standard Drawings, the Construction Specifications, the Geotechnical Baseline Report, the Geotechnical Data Report, the Change Orders, the Payment and Performance Bonds, and the Good Faith Effort Plan. The Contract Documents form the complete CONTRACT, which represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between:
- (1) Design Consultant and Contractor;
 - (2) Owner and Subcontractor or Subcontractor; or
 - (3) Any person or entities other than Owner and Contractor.

The following definitions shall be added to the CONTRACT DEFINITIONS:

- 14a. CONSTRUCTION MANAGER (CM) – The Owner's assigned authorized representative who is in responsible charge of Management of the Construction phase of the project. The Construction Manager for the project is CAS Consulting and Services, Inc.
- 22a. GEOTECHNICAL BASELINE REPORT (GBR) – In regards the tunneling portion only, a report prepared by the Owner to establish a contractual statement of the geotechnical conditions anticipated to be encountered during underground construction.
- 22b. GEOTECHNICAL DATA REPORT (GDR) – In regards the tunneling portion only, a report prepared by the Owner to present the factual data regarding geological, geotechnical and hydrological conditions measured at the site.

The following definition shall be amended as follows:

55. SUBSTANTIAL COMPLETION – When construction of the project or specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project, or specified part thereof could be utilized for the Owner's purposes for which it is intended. Specific items that shall be complete in order to qualify for Substantial Completion include, the installation of all sewer mains and said mains must be successfully tested and connected. Further, all bypass operations must be completed with bypass

equipment removed from project site, and sewer flows must be transferred into the new sewer mains.

The remaining sections of Article I shall remain the same.

ARTICLE III- CONTRACT DOCUMENTS & BONDS

Section 3.1.1 of the general conditions shall be amended to add the following:

8. Geotechnical Baseline Report (GBR)
9. Geotechnical Data Report (GDR)

Remove First Sentence of 3.3.1 of the general conditions and replace with the following:

RECORD DRAWING – Each month as the Work progresses, the Contractor shall formally submit to SAWS, along with the monthly payment application, a set of red line drawings noting work completed during that period.

The remaining sections of Article III shall remain the same.

ARTICLE IV- CONTRACT ADMINISTRATION

Section 4.2.1 – Consultant as defined in this article shall include the Construction Manager for the project.

Section 4.2.2 – SAWS Engineer as defined in this article shall include the Construction Manager for the project.

Section 4.4 shall be amended to include the following:

- 4.4b 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

- subsidary; 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.

Remove Section 4.6.2.1 in its entirety and replace with the following:

TERMINATION FOR CONVENIENCE - The right to terminate this Contract for the convenience of Owner (including, but not limited to, non-appropriation of funding) expressly is retained by Owner. In the event of a termination for convenience by Owner, Owner shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Owner, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the Project site or away from the Project site, as approved in writing by Owner, but not yet paid for and which cannot be returned; and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Owner in connection with the Work in place which is completed as of the date of termination by Owner and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Work not performed or for consequential damages of any kind or unabsorbed overhead, opportunity costs or other damages as a result of a termination for convenience under this section. In addition, any amount payable to the Contractor pursuant to this section shall be reduced in the amount of (1) any claim Owner may have against the Contractor under this Contract, and (2) the fair value, as determined by Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to Owner, excluding normal spoilage and except to the extent that Owner shall have otherwise expressly assumed the risk of loss with respect to such property hereunder.

Section 4.8.2 shall be amended to include the following:

- .4 Except to the extent that the Owner's performance is excused under Section 4.6.2.2, the duration of any Delays (as defined in Section 6.8) to all or any part of the Work through no fault of Contractor shall be included in the calculation of the duration of total or partial suspension (as applicable) for purposes of this Section 4.8.2 or Section 4.8.3. This remedy shall be in addition to any other remedy Contractor has under the Contract Documents with respect to such Delays.

Section 4.8 shall be amended to include the following:

- .6 Notwithstanding the provisions of paragraph 4.8.5, for tunneling portions the contractor shall be provided with a not to exceed allowance to handle, transport and dispose of soils deemed (Class II) for naturally occurring hydrocarbons, see Special Specification 02086 Excavation, Classification, Transportation and Disposal of TPH Affected Soil.

Remove Section 4.9.2 of the general conditions and replace with the following:

The Contractor shall not, except upon procuring written consent from proper private parties, enter or occupy with men, tools, materials, or equipment, any privately owned land except for those on easements or rights of entry provided herein by SAWS. Contractor must submit a copy of the written consent from the land owner to SAWS.

Remove Section 4.9.3 in its entirety and replace with the following:

- .3 No trees shall be removed outside the limits defined on the Drawings, except where authorized by the OWNER and the City of San Antonio. Trees left standing shall be adequately protected against damage from construction operations. Contractor shall be responsible for any damage, destruction, or other harm including but not limited to all costs, fees, or other expenses attributable thereto, caused to trees not authorized for removal that is due to or arising out of Contractor's work at the project.

The remaining sections of Article IV shall remain the same.

ARTICLE V – CONTRACT RESPONSIBILITIES

Section 5.2.1 shall be amended to include the Construction Manager as an authorized representative of the Owner.

Remove Section 5.3.7 in its entirety and replace with the following:

Permits – Unless otherwise provided, CONTRACTOR shall obtain and pay for all construction permits, review fees, inspections, and licenses necessary for the project from the Mobilization and Demobilization bid item. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. The OWNER has submitted for the following construction permits for the CONTRACTOR:

1. Texas Commission on Environmental Quality, Permit to Construct;
2. City of San Antonio Tree Permit;
3. City of San Antonio Floodplain Development Permit;
4. Texas Department of Transportation (TxDOT) – TxDOT will require an individual permit for U.S. Hwy 90, and for SW Military Drive for each permit category:
 - a. Right-of-Way Encroachment Permit
 - b. Driveway Permits
 - c. Utility Installation Permit
 - d. Letter of Abandonment
5. United States Army Corps of Engineers – Section 404: Nationwide 12 Permit

Other than the permits listed above, the CONTRACTOR is responsible for obtaining permit(s) and paying all fees and charges required to obtain the permit(s) as well as required for construction and compliance.

Section 5.3 shall be amended by adding Section 5.3.14 after Section 5.3.13 as follows:

- .14 The personnel specified below are considered by SAWS to be essential to the work being performed under this Contract, and as such are defined as Key Personnel. Key Personnel include the Project Manager, Project Engineer, Lead Surveyor, Quality Assurance and Quality Control Lead, Project Scheduler, Project Superintendent, Tunneling Superintendent(s), Tunnel Boring Machine (TBM) Operators, and Safety Manager. Key Personnel shall be dedicated exclusively to this Project and shall be assigned as full-time employees for the duration of the Project. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Owner reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the contractor without the written consent of the Owner.

Subcontractor is defined in Article I, Contract Definitions of the General Conditions of the Contract Documents. Respondents should reference this definition prior to submitting a proposal in response to this Request for Competitive Sealed Proposals (“RFCSP”).

Key Subcontractors are defined as subcontractors that are responsible for executing a significant portion of the work being performed under this Contract. The Key Subcontractor roles could include tunneling, carrier pipe installation and grouting, tunnel shaft construction, open cut pipe installation, and large diameter sanitary sewer bypass, which are considered by SAWS to be essential to the work being performed under this Contract, amount to a significant portion of the work, and as such shall be performed by Key Subcontractors. Prior to diverting any of the specified Key Subcontractors and associated Key Personnel to other projects, the contractor shall notify the Owner reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the contractor without the written consent of the Owner.

Remove Section 5.6 in its entirety and replace with the following:

- 5.6 For the purpose of clarity, the parties agree and understand the Contractor shall be entitled to rely on the Geotechnical Baseline Report (GBR) and the Geotechnical Data Report (GDR) for tunneling portions only. The GBR and GDR are provided for information purposes only in regard to the remaining portions of work, specifically the open cut sections and Highway 90 Bores.

5.6.a CONDITIONS AT SITE (OPEN CUT & HWY 90 BORES)

- .1 Contractor declares that prior to the submission of the Bid Proposal on this Contract, the Contractor has thoroughly examined the location(s) of the Work to be performed, has become familiar through their own investigation with any and all conditions, including but not limited to typical local geophysical conditions at or near this Project, and has read and has thoroughly understood the "Contract Documents" and any other document made available prior to the bid opening, as

they may relate to the physical conditions prevalent or likely to be encountered in the performance of the Work at such location(s). Any testing, boring, soil profiles and water elevations shown on Contract Documents, or otherwise provided, were obtained solely for the use of SAWS in the preparations of its plans and the Contractor is cautioned, and SAWS MAKES NO WARRANTY OR REPRESENTATION, AS REGARDING THE ACCURACY OF SUCH DATA AND THE CONTRACTOR SHOULD MAKE NO RELIANCE THEREON IN DETERMINING CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION. Contractor, by the performance of the above, hereby generally acknowledges that such "Contract Documents" are not obviously deficient and will enable the Contractor to accomplish the proper performance of the Work at the Project site.

- .2 The Contractor shall immediately and before such discovered conditions and/or structures are disturbed, notify the Owner in writing through a RFI of (1) subsurface or latent physical and/or structural conditions at the site differing materially from those indicated in the Plans, Specifications, and other Contract Documents or (2) newly discovered, unknown physical conditions at the site of an unusual nature differing materially from those geophysical conditions typically encountered in the type Work being performed and generally being recognized as not indigenous to the Texas environs and are not indicative of otherwise disclaimed in the plans, Specifications, and Contract Documents. The Owner, or designated representative, shall promptly investigate the reported physical and/or structural conditions, and shall determine whether or not the physical and/or structural conditions do materially so differ and whether they cause an increase or decrease in the Contractor's cost of, and/or the time required for performance of any part of the Work under this Contract. In the event that the Owner in its reasonable determination finds that the physical and/or structural conditions do materially so differ from the provisions of the Contract Documents, a negotiated, equitable, adjustment may be made to either the Contract Time or Contract Sum, or both as in the Owner's determination is reasonable, and a Contract Change Order shall be issued in writing accordingly.
 - .1 No claim of the Contractor under this Article shall be allowed unless the Contractor has given the written notice called for above, prior to disturbing the discovered conditions and/or structures.
 - .2 Any other provision contained herein notwithstanding, no claim by the Contractor for an equitable adjustment to the Contract Time or Contract Sum, or both, shall be allowed if claimed by the Contractor after Final Payment as defined in Article 7.3 herein has been made by the SAWS to the Contractor under the terms of this Contract.

5.6.b CONDITIONS AT SITE (TUNNELING)

- .1 Contractor declares that prior to the submission of the Price Proposal on this Contract, the Contractor has thoroughly examined the location(s) of the Work to be performed, has become familiar with typical local geophysical conditions at or near this Project, and has read and has thoroughly understood the “Contract Documents” and any other document made available prior to the bid opening, as they may relate to the physical conditions prevalent or likely to be encountered in the performance of the Work at such location(s). Contractor, by the performance of the above, hereby generally acknowledges that such “Contract Documents” are not obviously deficient and will enable the contractor to accomplish the proper performance of the Work at the Project site.
- .2 In the event the Contractor encounters differing site conditions, the Contractor shall immediately, and before such discovered conditions and/or structures are disturbed, notify the Owner in writing through a RFI of (1) subsurface or latent physical and/or structural conditions at the site differing materially from those indicated in the Plans, Specifications, and other Contract Documents, or (2) newly discovered, unknown physical conditions at the site of an unusual nature differing materially from those geophysical conditions typically encountered in the type of Work being performed and generally being recognized as not indigenous to Bexar County, Texas environs. The Owner, or designated representative, shall promptly investigate the reported physical and/or structural conditions, and shall determine whether or not the physical and/or structural conditions do materially so differ and thereby cause an increase or decrease in the Contractor’s cost of, and/or the time required for performance of any part of the Work under this Contract. In the event that the Owner reasonably determines that the physical and/or structural conditions do materially so differ, a negotiated, equitable, adjustment shall be made to either the Contract Time or Contract Sum, or both, and a Contract Change Order shall be promptly issued in writing accordingly.
 - .1 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the written notice called for above, prior to disturbing the discovered conditions and/or structures.
 - .2 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if claimed by the Contractor after final payment as defined in Section 7.4 herein has been made by the SAWS under the terms of this Contract.

Remove Section 5.7.1.1.7.8 in its entirety and replace with the following:

Installation Floater - Physical Damage Insurance which insures SAWS and the City for damages to all Property Purchased for, or Assigned to, the Project commencing on the start date through completion. Policy limits shall be in an amount equal to the total contract cost contracted herewith. The policy form shall be an All Risk form and shall include coverage for both during transit and while stored at the work site.

Remove Section 5.8.4 in its entirety and replace with the following:

DISPOSAL OF NON-HAZARDOUS WASTE MATERIAL/SUBSTANCES - The Contractor shall be responsible for disposing of all non-hazardous material as the term is defined in Article I herein including old concrete or any other non-hazardous material which is required to be removed from the Project in accordance with local, state and federal regulations or ordinances. 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. Such material shall not be deposited in any sanitary sewer, creek, river, water course or municipal separate, storm sewer system, (MS4) as the term is defined herein.

Remove Section 5.9 in its entirety and replace with the following:

TESTING – The Owner or the Consultant may require special inspection, testing or approval of material or Work for determining compliance with the requirements of the Contract Documents.

Section 5.13.5 shall be amended to remove the last sentence and replace with the following:

The Respondent is required to submit a baseline schedule as part of the proposal. The baseline schedule shall be a detailed, precedence-style critical path management schedule in Primavera or Microsoft Project format. The baseline schedule must encompass the entire contract duration from Notice to Proceed to the Contract End Date and must include any Intermediate Milestones as defined in Article VIII. This baseline schedule must show a completion date sooner than or equal to the Contract End Date. The baseline schedule must be inclusive of all work necessary to complete the project including sufficient time necessary for submission and review of submittals, permits, etc.

For the purpose of preparing this baseline schedule, all Respondents shall assume a notice to proceed date of July 13, 2020. Failure to include this baseline schedule with the proposal documents may result in the Respondent being considered non-responsive.

Remove Section 5.17 in its entirety and replace with the following:

SUBSURFACE CONDITIONS (TUNNELING) – In regard to tunneling, and as provided in Section 5.6.b, both the GEOTECHNICAL BASELINE REPORT (GBR) and GEOTECHNICAL DATA REPORT (GDR) are included as part of the CONTRACT DOCUMENTS for all tunneled components of this project. The GBR has been prepared by the OWNER to establish a contractual statement of the geotechnical conditions to be encountered during underground construction for this project.

SUBSURFACE CONDITIONS (OPEN CUT & HWY 90 BORES) – In regards to open cut and Highway 90 bores and as provided in Section 5.6.a reports of explorations and tests of subsurface conditions at the construction site, where applicable, may be available for review. These reports if available were procured by SAWS in order to generally forecast soil conditions at various depths to assist the Consultant in designing the Project. The logs and descriptive data are NOT PART OF THE CONTRACT DOCUMENTS but are made available for the general information of bidders and SAWS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTY (INCLUDING WITHOUT LIMITATION AND IMPLIED WARRANTIES OF MERCHANTABILITY) OR GUARANTEE AS TO SUITABILITY OF FITNESS OF THE REPORTS, DATA OR INFORMATION FOR ANY PARTICULAR PURPOSE and neither the SAWS nor the Consultant assumes any obligation or responsibility, either specific or implied, for the accuracy or completeness of any information contained therein. Sub-surface conditions along and across the Project site may vary significantly from those shown on the test reports. All excavations shall be unclassified (as provided in the specifications) and shall include all materials encountered regardless of their nature or the manner in which they are removed.

Remove Section 5.18 in its entirety and replace with the following:

WORKING HOURS – The CONTRACTOR may work Monday through Sunday, 24-hours per day for all tunneling operations, unless otherwise stated in the Contract Documents. No other Work, with the exception of such items as curing of concrete, maintenance of barricades, etc. will be allowed by the Owner between the hours of 5:00 p.m. and 8:00 a.m. of the following day, unless directed by Owner or requested in writing by CONTRACTOR and approved by Owner and the ROW Owner. Hauling and deliveries to/from the Hotel Shaft site, shall not be allowed on Thursdays or Fridays for the duration of this contract to avoid impact to graduation ceremonies that occur weekly at Joint Base San Antonio (JBSA). CONTRACTOR shall coordinate all work/work hours with CONSTRUCTION MANAGER to ensure that inspection of CONTRACTORS' work in accordance with contract documents, can take place.

The remaining sections of Article V shall remain the same.

ARTICLE VI – CONTRACT CHANGES

6.4 Delete section 6.4 in its entirety.

6.6 Delete section 6.6 in its entirety.

The remaining sections of Article VI shall remain the same.

ARTICLE VIII. - CONTRACT COMPLETION TIME

Rename Article VIII to read as the following:

ARTICLE  MILESTONES AND CONTRACT COMPLETION TIME.

Remove Section 8.6 in its entirety and replace with the following:

- 8.6 Liquidated Damages for Failure to Complete on Time – The Contractor agrees that time is of the essence on this Contract and that for each day of delay beyond the number of days herein agreed upon for completion of the Work, after due allowance for such extension of time as provided for under the provisions herein, the Owner may withhold permanently from the Contractor’s total compensation, not as penalty but as liquidated damages, the sum per day in accordance with the Supplemental Conditions of the Contract. Liquidated Damages, for the purposes of this Contract, will be assessed as indicated below.
- 8.6.1 The Substantial Completion milestone for the Work, as defined by ARTICLE I – CONTRACT DEFINITIONS and amended by these supplemental conditions, is July 13, 2023.
- 8.6.2 Contractor shall pay liquidated damages in the amount of \$20,000 per calendar day past the Substantial Completion milestone date established in paragraph 8.6.1.
- 8.6.3 Upon achieving Substantial Completion, Contractor shall pay liquidated damages in the amount of \$5,000 per calendar day past the contract end date.
- 8.6.4 Contractor’s maximum liquidated damages will be limited to an amount not to exceed \$7.3 million.

Add the following Sections to Article VIII:

- 8.7 INCENTIVES AND EARLY COMPLETION BONUS - Early completion of the Substantial Completion of the Work in advance of its milestone date by the Contractor will be of benefit to the Owner.
- .1 In consideration for the benefit to Owner of achieving an early completion of Substantial Completion, Owner and Contractor therefore agree an additional \$50,000.00 per calendar day will be paid to the Contractor by Owner for each full day that the Work is substantially complete, in advance of the substantial completion date defined in 8.6.1 herein. Said early completion bonus will be paid for up to sixty (60) days prior to the Substantial Completion milestone defined in 8.6.1. The maximum payment to the Contractor by Owner for the Early Completion Bonus shall be \$3.0 million. Payment of early completion bonus will not be made until determination is made by Owner that substantial completion has been achieved.
- .2 Contractor agrees that any request for the extension of the Substantial Completion milestone date will nullify any early completion bonus. For purpose of clarity, extensions of time for any reason, including but not limited to any unforeseen circumstance, shall not change the Substantial Completion milestone of July 13,

2023 for purposes of determining what, if any, Early Completion Bonus will be earned and paid to the Contractor by Owner.

8.8 INTERMEDIATE MILESTONES - Contractor agrees that Time is of the Essence on this contract, therefore, it is critical that intermediate milestones are met during the execution of this project and IS CONSIDERED AN ESSENTIAL ELEMENT OF THE CONTRACT. Each of the following milestones shall be explicitly depicted on CONTRACTOR's baseline schedule submitted for the project:

- .1 Intermediate Milestone 1: Delivery of Tunnel Boring Machine (TBM) intended for Tunnel Segment 2, to the project site (Pearsall Shaft site). Said delivery shall be the identical TBM that was submitted during the Bid/Selection process, and shall be in complete compliance with the Contract Documents. TBM to be delivered to the project site and ready for assembly within a completed shaft on or before April 13, 2021 or 9 months from NTP, whichever is earliest. The intent of this Intermediate Milestone is to ensure that TBM delivery does not hinder achieving Substantial Completion by the milestone specified in Section 8.6.1 for this project.
- .2 Intermediate Milestone 2: Completion of 1,000 feet of tunnel, for each TBM (i.e., 1000 feet for TBM #1, and 1000 feet for TBM#2), to be completed by the date established in the approved baseline schedule for the project.

The remaining sections of Article VIII shall remain the same.

END OF SUPPLEMENTAL CONDITIONS