

# E-54 Sanitary Sewer Project - RFCSP Solicitation Number: CO-00503 Job No.: 21-4404

### ADDENDUM 2 June 15, 2022

To Respondent of Record:

This addendum, applicable to project referenced above, is an amendment to the 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 Respondent Questionnaire.

### **CHANGES TO SPECIFICATIONS**

Special Conditions

Delete the Special Conditions in its entirety and replace with the attached Special Conditions.

#### **CLARIFICATIONS**

• Special Condition SC15. TEMPORARY EASEMENT SPECIAL CONDITIONS was added to the list of Special Conditions.

### **END OF ADDENDUM**

This Addendum, including this page, is nine (9) pages with attachments in its entirety.

Attachments:

Jason Diamond, P.E. Pape-Dawson Engineers, Inc.

# **Special Conditions**

#### SC1. GEOTECHNICAL DATA REPORT

Two separate Geotechnical Data Reports (GDRs) have been made available for this project.

- SC1.1 As defined in the Supplemental Conditions, a Geotechnical Data Report has been developed for this project for Reaches 1 and 2.
- Sc1.2 A second Geotechnical Data Report that provides geotechnical data for other areas of the project, not including Reaches 1 and 2, has been made available for Contractors for informational purposes only. SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the release of the report. To complete the disclaimer form and obtain the report, please go to the following link on SAWS website: http://www.saws.org/business\_center/ContractSol/.

Find this project, select "More", then "Geotechnical Data Report."

#### SC2. CPS ENERGY POLE RELOCATE ALLOWANCE

Description – The Contractor shall coordinate with utility company and provide all labor, supervision, tools, equipment, and materials necessary to relocate power poles as required to complete work. No contract days will be added due to delays. This allowance shall reimburse Contractor for direct fees included for relocation of power poles. Any unused portion of the allowance will be credited to SAWS by a deduct change order.

Payment – Payment for this item will be made under the allowance included in the bid. Contractor shall provide receipts to SAWS for reimbursement.

#### SC3. MIGRATORY BIRD NESTS

Schedule construction activities as needed to meet the following requirement:

In accordance with the Migratory Bird Treaty Act (MBTA) construction activities and vegetation clearing should be conducted by the Contractor outside peak-nesting seasons (March – August) to avoid any adverse effects to the migratory birds and their habitat. Should construction and vegetation clearing occur from March through August, active bird nest surveys should be conducted by a biologist no more than 5 days prior to the planned construction.

# SC4. CPS Energy Easement

Sewer Alignment

- 1. Casings will be installed at all tower foundation locations.
  - a. Installation by trench-less methods.
  - b. All pipe within casing shall be mechanically restrained.
  - c. The length of the casing will be dependent on a 30-ft radius from the outer edge of the existing tower foundation.
  - d. The distance between the outer edge of the foundation and the outer edge of the steel casing and/or sewer line shall not be less than 30-ft.

#### Construction

- 1. Maintain accessibility to and throughout the CPS Energy easement 24 hours a day/seven (7) days a week for transmission maintenance.
- 2. Restore CPS Energy easement area to existing conditions or better after construction in the area has been completed. CPS Energy requirements do not supersede environmental requirements of local, State or federal agencies that may also apply.
- 3. Pipeline Staging Ensure that during this phase of the project that the pipeline is staged outside of the CPS Energy easement not within the CPS Energy easement.
- 4. Coordinate potential outage requests no less than three (3) months in advance with CPS Energy System Operations. No outages will be considered during peak summer months (June September). Contractor shall contact Erick P. Kasalika, P.E. at (210) 353-3769.
- 5. No storage of materials, vehicles, spoils, debris, etc. is allowed within the CPS Energy easement.

#### SC5. ADDITIONAL INSUREDS

The CONTRACTOR shall, to the extent allowed by law, list a landowner or other person or entity with an insurable interest as an additional insured on the Commercial General Liability (CGL) and Commercial/Business Automobile Liability (AL) policy(s) of insurance that CONTRACTOR is required to maintain under this Contract. Landowner shall be added as an additional insured if indicated in the landowner's easement agreement and upon request as needed.

SC5.1 D.R. Horton shall be added as an additional insured.

SC5.2 San Antonio River Authority (SARA) shall be added as an additional insured. SARA requires the Contractor to carry and maintain a minimum coverage of \$10 Million dollars in Commercial General Liability and Commercial/Business Automobile Liability policy(s) of insurance.

### SC6. PROJECT COORDINATION

- SC6.1 Portions of the Work shall require coordination between the CONTRACTOR for the E54 Sanitary Sewer Project and other contractors for the E54 Pump Station Project. The two projects will connect in the location of the Pump Station and will require close coordination for access, connection, bypass pumping, etc. It is the responsibility of the Contractor to ensure all scheduled activities do not impact the E54 Pump Station Project.
  - Coordination shall be considered incidental to the Work and shall be included in the base bid for the applicable bid items. The CONTRACTOR shall participate in a monthly coordination meeting with all contractors for coordination of work activities. This monthly meeting is in addition to the project meetings required by the Contract. The CONTRACTOR's superintendent, at a minimum, shall attend this meeting.
- SC6.2 All communication from the SAWS Inspector to the CONTRACTOR shall be through the Prime Contractor's Project Manager and/or Superintendent, as identified during the Preconstruction Conference. Communication to and from sub-contractors shall be routed through the Prime Contractor to the SAWS Inspector and Resident Project Representative. Contact information for the SAWS Inspector and Resident Project Representative will be provided at the Pre-construction Conference.

- SC6.3 CONTRACTOR shall stage materials, equipment, or supplies within the project area as shown on the contract drawings while construction is actively occurring. CONTRACTOR will only be allowed to store materials, equipment, and supplies in Contractor staging area(s) shown on the Drawings. No materials, equipment, or supplies shall be stored outside the designated area(s) during construction unless written authorization is obtained from the SAWS Inspector. If the CONTRACTOR requires additional staging area, the CONTRACTOR shall be solely responsible for obtaining the location and all costs associated with it. The CONTRACTOR will be bound by the same conditions for securing the site and cleanliness of the site and provide SAWS the signed agreement between the SITE OWNER and CONTRACTOR.
- SC7. The CONTRACTOR shall notify the SAWS Construction Manager and the Engineer of Record of anticipated work within Bexar County right-of-way at least 14 days prior to any work within that Bexar County right-of-way.

#### SC8. PERMITS

- SC8.1 CONTRACTOR shall be responsible to prepare and file all documents and forms associated with the Texas Commission on Environmental Quality's Storm Water Management Program. This includes, but is not limited to, obtaining a Texas Commission on Environmental Quality Storm Water Permit, Notice of Intent, Notice of Completion CONTRACTOR shall be responsible to pay all associated fees. There is a separate pay item for this permit.
- SC8.2 CONTRACTOR shall be responsible to prepare and file all documents and forms associated with the Bexar County Right of Way Permit. CONTRACTOR shall be responsible to pay all associated fees. There is no separate pay item for this permit.
- SC8.3 Water Pollution Abatement Plan (WPAP) The Contractor shall comply with all requirements stated in the site specific WPAP. See Appendix F for the TCEQ Edwards Aquifer Protection Plan.
- SC8.4 COSA Tree Permit –The Contractor shall implement tree protection in accordance with City of San Antonio Tree Permit, including requirements listed in the General Tree Notes, and tree protection as listed in the Heritage Tree Protection Table and Significant Tree Protection Table, and as illustrated in Tree Protection Details. There is no separate pay item for this permit.
- SC8.6 TCEQ SCS Permit The project is subject to the requirements of the TCEQ SCS Permit to mitigate for potential project impacts to federally endangered karst/cave invertebrate species. The TCEQ SCS Permit includes the following requirements for karst features encountered during construction:
  - 1. All construction activities must be halted within 50 feet of the discovered karst feature. Exercise reasonable caution to avoid spilling oil, grease or other foreign substance within 50 feet of the feature.
  - 2. Notify SAWS immediately.
  - 3. Erect standard Edwards Aquifer BMPs around the feature.
  - 4. Cover the feature with a tarp, sandbags, or other waterproof materials.
  - 5. Construction in the immediate area will be suspended for up to 7 days to allow biological investigation of the feature.

6. If the karst feature will not be completely removed by construction activities, develop a feature closure plan in accordance with Specification 01510 Void Mitigation.

The TCEQ SCS Permit includes the following best practices that must be complied with during active construction in the project area:

- 1. Use non-permeable drip collectors under construction equipment when the equipment is idle:
- 2. Inspect equipment daily for leaks and immediately repair leaks or remove leaking equipment;
- 3. Store fuel and other hazardous materials outside of the project area;
- 4. Avoid refueling equipment within the project area;
- 5. Avoid releasing any chemicals, petroleum products, or other hazardous materials into the ground or water.

# SC9.0 THREATENED OR ENDANGERED SPECIES AND MIGRATING BIRDS

- SC-9.1 The Owner has completed an Environmental Constraints Analysis which is contained in a report entitled, Langdon E-54 Program Environmental Constraints Analysis by PDE. This report documents the Owner's Threatened and Endangered species and environmental reviews and analyses.
- SC-9.2 The Owner has developed a program for mitigating impacts to karst invertebrates that are known to exist in the vicinity of this project. The Contractor will comply with the requirements of this program by adhering to the requirements of the Project Specifications with particular reference to Specification 01510 Karst Void Management.

# SC10. COORDINATION WITH ADJACENT QUARRY OPERATIONS

Contractor shall be required to coordinate with the adjacent quarry operations especially with regard to quarry blasting operations and other quarry operations that may affect the safety of Contractor's workers and equipment, or affect access to the Contractor's planned work areas or work.

It is also the responsibility of the Contractor to abide by the terms of any easements, to ensure that their activities do not impact quarry operations and to coordinate planned work adjacent to the quarry. Coordination shall be considered incidental to the Work and shall be included in the base bid for the applicable bid items.

# SC11. COORDINATION WITH ADJACENT BEXAR COUNTY CONSTRUCTION

Bexar County may have roadway repaving projects or signage and lighting projects that will be ongoing during construction. Contractor shall coordinate with Bexar County to minimize the impacts on construction. Contractor shall provide access to Bexar County infrastructure at any time during construction. Coordination shall be considered incidental to the Work and shall be included in the base bid for the applicable bid items.

#### SC12. CONSTRUCTION IN FLOOD PRONE AREAS

A. The Reach 2 upstream shaft is located within the catchment area for a SARA dam and prone to inundation during rain events. The Contractor shall prepare the construction

- site in a manner to limit the impacts of flooding and to prevent Reach 2 from becoming a conduit for surface flood waters to pass through the dam as required by the Project Specifications. All equipment required for construction that is to be located in the floodplain shall be mobile and have vehicles available to move the equipment during rain events.
- B. All temporary construction shafts shall be protected from inundation due to flooding and the Contractor shall protect the tunnels from inundation once shafts are complete. Any damage or delays caused by inundation of the shafts and/or tunnel due to flooding shall be repaired and/or replaced at no additional cost to the Owner or extension of time to the project.

# SC13. REVEGETATION REQUIREMENTS COSA TREE PERMIT

- A. Prior to the start of construction, the contractor should document the existing vegetation within the project limits as a reference.
- B. Prior to the start of excavation/trenching, the Contractor shall strip and stockpile topsoil (NSPI). Once pipe installation is complete and prior to revegetation the Contractor shall uniformly spread the stockpiled topsoil across affected areas.
- C. The price for revegetation shall reflect both Drill Seeding and Hydromulching with a native seed mixture. Drill seeding with a native seed mixture shall be assumed for the limits shown on the contract documents. If the Contractor determines areas where drill seeding is not an option, the contractor shall notify both SAWS and the Engineer in writing of areas where Hydromulching will be better suited, so that SAWS and the Engineer can coordinate with the COSA Arborist for approval.
- D. The native seed mixture for the Poerner Enterprises LTD (Vulcan Materials Company) property shall consist of the follow mixture: (1) Sideoats grama (40%), (2) Little bluestem (30%), Green sprangletop (20%), and (4) Short-spike windmill grass (10%). The remaining areas outside of the Poerner Enterprises LTD (Vulcan Materials Company) property shall be planted with drought resistant, low growth, native species grasses which will allow unobstructed passage of floodwaters. Recommended grasses and groundcover can be found in Appendix E "San Antonio Recommended Plant List All Suited to Xeriscape Planting Methods" found in the current City of San Antonio Unified Development Code. Johnson grass, giant ragweed and other invasive species shall not be allowed.

### SC14. BID EVALUATION FOR ADDITIONAL TRENCH WIDTH

- A. During the bid evaluation process, the following line items will be evaluated to determine final selection of trench width.
- B. The following line items should reflect the Contractor's cost to trench, install pipe (including pipe, excavation, bedding, backfill, compacting, etc), concrete encasement, and flowable fill based solely on the SAWS standard trench width shown in the SAWS detail DD-804-01:

SEGMENT A & FORCE MAIN			
ITEM NO.	DESCRIPTION	UNIT	QTY
299 (SC14.B)	Flowable Fill	CY	291
848(SC14.B)	20" Class 200 DIPS HDPE (DR 11)(Per Detail DD-804-01)	LF	5,120
848(SC14.B)	30" Class 200 DIPS HDPE (DR 11)(Per Detail DD-804-01)	LF	22
848.7(SC14.B)	Pipe Excavation/Trenching for Force main (All Depths) (Per Detail DD-804-01)	LF	5,142
848.7(SC14.B)	Pipe Excavation/Trenching for Segment A (All Depths) (Per Detail DD-804-01)	LF	15,883
857(SC14.B)	36" FRP (ASTM D-3262) (SN 72) (Open Cut 20'-25') (Per Detail DD-804-01)	LF	34
857(SC14.B)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 5'-10') (Per Detail DD-804-01)	LF	2,650
857(SC14.B)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 10'-15') (Per Detail DD-804-01)	LF	8,034
857(SC14.B)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 15'-20') (Per Detail DD-804-01)	LF	4,330
857(SC14.B)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 20'-25') (Per Detail DD-804-01)	LF	835
858(SC14.B)	Class B - 2,000 psi Concrete Encasement	CY	1,098

SEGMENT B			
ITEM NO.	DESCRIPTION	UNIT	QTY
848(SC14.B)	24" PVC SDR 26 (Open Cut 10'-15')(Per Detail DD-804-01)	LF	370
848(SC14.B)	24" PVC SDR 26 (Open Cut 15'-20')(Per Detail DD-804-01)	LF	155
848(SC14.B)	24" PVC SDR 26 (Open Cut 20'-25')(Per Detail DD-804-01)	LF	70
848(SC14.B)	21" PVC SDR 26 (Open Cut 5'-10')(Per Detail DD-804-01)	LF	400
848(SC14.B)	21" PVC SDR 26 (Open Cut 10'-15')(Per Detail DD-804-01)	LF	2,473
848(SC14.B)	21" PVC SDR 26 (Open Cut 15'-20')(Per Detail DD-804-01)	LF	770
848(SC14.B)	21" PVC SDR 26 (Open Cut 20'-25')(Per Detail DD-804-01)	LF	105
848.7(SC14.B)	Pipe Excavation/Trenching for Segment B (All Depths) (Per Detail DD-804-01)	LF	4,343
858(SC14.B)	Class B - 2,000 psi Concrete Encasement	CY	565

SEGMENT C			
ITEM NO.	DESCRIPTION	UNIT	QTY
848(SC14.B)	18" PVC SDR 26 (Open Cut 5' - 10')(Per Detail DD-804-01)	LF	680
848(SC14.B)	18" PVC SDR 26 (Open Cut 10' - 15')(Per Detail DD-804-01)	LF	604
848(SC14.B)	18" PVC SDR 26 (Open Cut 15' - 20')(Per Detail DD-804-01)	LF	1,235
848(SC14.B)	18" PVC SDR 26 (Open Cut 25' - 30')(Per Detail DD-804-01)	LF	191
848.7(SC14.B)	Pipe Excavation/Trenching for Segment C (All Depths) (Per Detail DD-804-01)	LF	2,710
858(SC14.B)	Class B - 2,000 psi Concrete Encasement	CY	120

- C. In addition to the line items described under SC14.B; the following line items should reflect the Contractor's additional cost to trench, install pipe (including pipe, excavation, bedding, backfill, compacting backfill, etc), concrete encasement, and flowable fill based on the non-standard widths shown on the plan details. The cost should reflect the cost difference between the standard and non-standard trench widths:
  - C5.00A/F (Segment-A)(Min. 96" width)
  - C5.01A/A (Dual Force Mains)(Min. 48" width)
  - C4.00B/D (Segment-B)(Min. 60" width)
  - C4.00C/D (Segment-C)(Min. 60" width)

SEGMENT A & FORCE MAIN			
ITEM NO.	DESCRIPTION	UNIT	QTY
299 (SC14.C)	Flowable Fill	CY	92
848(SC14.C)	20" Class 200 DIPS HDPE (DR 11) (Additional Cost to install main in a min 48" trench)	LF	5,120
848(SC14.C)	30" Class 200 DIPS HDPE (DR 11) (Additional Cost to install main in a min 48" trench)	LF	22
848.7(SC14.C)	Pipe Excavation/Trenching for Forcemain (All Depths) (Additional Cost to trench a min 48" trench)	LF	5,142
848.7(SC14.C)	Pipe Excavation/Trenching for Segment A (All Depths) (Additional Cost to trench a min 96" trench)	LF	15,883
857(SC14.C)	36" FRP (ASTM D-3262) (SN 72) (Open Cut 20'-25') (Additional Cost to install main in a min 96" trench)	LF	34
857(SC14.C)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 5'-10') (Additional Cost to install main in a min 96" trench)	LF	2,650
857(SC14.C)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 10'-15') (Additional Cost to install main in a min 96" trench)	LF	8,034
857(SC14.C)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 15'-20') (Additional Cost to install main in a min 96" trench)	LF	4,330
857(SC14.C)	30" FRP (ASTM D-3262) (SN 72) (Open Cut 20'-25') (Additional Cost to install main in a min 96" trench)	LF	835
858(SC14.C)	Class B - 2,000 psi Concrete Encasement	CY	1,147

SEGMENT B			
ITEM NO.	DESCRIPTION	UNIT	QTY
848(SC14.C)	24" PVC SDR 26 (Open Cut 10'-15') (Additional Cost to install main in a min 60" trench)	LF	370
848(SC14.C)	24" PVC SDR 26 (Open Cut 15'-20') (Additional Cost to install main in a min 60" trench)	LF	155
848(SC14.C)	24" PVC SDR 26 (Open Cut 20'-25') (Additional Cost to install main in a min 60" trench)	LF	70
848(SC14.C)	21" PVC SDR 26 (Open Cut 5'-10') (Additional Cost to install main in a min 60" trench)	Ţ	400
848(SC14.C)	21" PVC SDR 26 (Open Cut 10'-15') (Additional Cost to install main in a min 60" trench)	LF	2,473
848(SC14.C)	21" PVC SDR 26 (Open Cut 15'-20') (Additional Cost to install main in a min 60" trench)	끄	770
848(SC14.C)	21" PVC SDR 26 (Open Cut 20'-25') (Additional Cost to install main in a min 60" trench)	LF	105
848.7(SC14.C)	Pipe Excavation/Trenching for Segment B (All Depths) (Additional Cost to trench a min 60" trench)	LF	4,343
858(SC14.C)	Class B - 2,000 psi Concrete Encasement	CY	236

SEGMENT C			
ITEM NO.	DESCRIPTION	UNIT	QTY
848(SC14.C)	18" PVC SDR 26 (Open Cut 5' - 10') (Additional Cost to install main in a min 60" trench)	LF	680
848(SC14.C)	18" PVC SDR 26 (Open Cut 10' - 15') (Additional Cost to install main in a min 60" trench)	LF	604
848(SC14.C)	18" PVC SDR 26 (Open Cut 15' - 20') (Additional Cost to install main in a min 60" trench)	LF	1,235
848(SC14.C)	18" PVC SDR 26 (Open Cut 25' - 30') (Additional Cost to install main in a min 60" trench)	LF	191
848.7(SC14.C)	Pipe Excavation/Trenching for Segment C (All Depths) (Additional Cost to trench a min 60" trench)	LF	2,710
858(SC14.C)	Class B - 2,000 psi Concrete Encasement	CY	64

### SC15. TEMPORARY EASEMENT SPECIAL CONDITIONS

- A. <u>Easement P21-083T (Necbul 1604 LTD)</u> The Temporary Construction Easement shall expire at the earlier of (i) completion of construction (demobilization and restoration work) or (ii) May 11, 2025 (three (3) years from when the easement was signed May 11, 2022).
- B. Easement P21-81T (Texas Blackhawk 1604 LTD)- The Temporary Construction Easement shall expire at the earlier of (i) two years following the start of construction or (ii) May 9, 2025 (three (3) years from when the easement was signed May 9, 2022)