095

SAN ANTONIO WATER SYSTEM
WATERWORKS AND SANITARY SEWER CONSTRUCTION
SPECIAL CONDITIONS

The following changes are made to the Contract Documents:

1. Add to the Contract Definitions

   San Antonio Water System: San Antonio Water System Board of Trustees.

1. Add to the Invitation for Bid

   The San Antonio Water System area of construction operations is coincident with the area of construction operations specified in the contract documents for the project. All water and sewer facility adjustment and attendant work as shown on the Plans is considered to be an integral part of the project, and the Contractor shall be responsible for the timely scheduling and accomplishment of all water and sewer main and attendant work in conjunction with the work outlined in paragraph 1 of the City of San Antonio Invitation for Bid.

2. Add to the General Conditions

   All resident inspection of water and sewer facility adjustment and attendant work will be performed by an authorized representative of the San Antonio Water System who will in turn be responsible directly to the inspectors designated above.

3. Add to the General Conditions Paragraph

   Materials for Water and Sanitary Sewer Main Replacement and adjustments: The Contractor shall also furnish all materials required for the installation of all water and sanitary main replacement and adjustments, service lines, sanitary sewer laterals, manholes and attendant work as shown on the drawings and in accordance with the San Antonio Water System Material Specifications.

4. Add to General Conditions

   Water Mains: The Contractor shall be responsible for the establishment in the field of all lines and grades for water works construction utilizing as may be appropriate the survey base control data provided by the Engineer for the work indicated in Paragraph 1 of the City of San Antonio Invitation for Bid. All construction staking, additional survey, layout and measurement work shall also be performed by the Contractor as part of his work.

5. Add to the General Conditions

   Warranty/Correction Period for Water and Sewer Works: During a period of 24 months from and after the date of the final acceptance by the San Antonio Water System of the water and waste water work completed by and through this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the San Antonio Water System shall become necessary during such period. If within 3 days after the receipt of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make or to undertake with due diligence the aforesaid repairs, the San Antonio Water System is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency where, in the judgment of the San Antonio Water System delay would cause a serious loss or damage, repairs may be made with notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

6. Add to these Contract Documents, the Standard Specifications for Water and Sanitary Sewer Construction, available to the Contractor at the San Antonio Water System or at www.saws.org.

7. Add to these Contract Documents, the San Antonio Water System Special Provisions, attached separately.

8. Add to these Contract Documents, the San Antonio Water System Proposals, attached separately.

9. Add to the General Conditions for Article 7 - Changes in Work for San Antonio Water Systems work that is joint bid the COSA the following will apply

   Change Orders allowable markups for SAWS work is as follows:

   ACTUAL COST OF THE WORK – Actual Cost incurred by the Contractor to perform the additional Work. Contractor shall provide a complete breakdown of the actual costs to the Owner on a daily basis as follows:

   Labor including Foremen

   Materials comprising the Work.

   The Contractor's actual incremental ownership or rental cost of equipment during the time of use on the extra Work. (Rental cost may be based on current Southwest Regional AGC, Association of Equipment Distributors regional computations or equivalent)

Power and consumable supplies for the operation of power equipment.

Insurance, any extra bond premiums, Social Security and unemployment contributions, and benefits.

PARTICIPATION ALLOWANCE

Participant	Overhead	Profit	Commission
To Contractor on his Project on Work performed by other than his own forces:	0%	0%	5%
To first tier Subcontractor on Work performed by his subtier Subcontractors:	0%	0%	5%
To Contractor and/or the first tier Subcontractors for that portion of the Work performed with their own respective forces:	10%	10%	0%

Not more than four categories of percentages, not to exceed the maximum percentages shown above, will be allowed regardless of the number of subtier subcontractors: For proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit percentages shall be on the net increase in Actual for the Contractor or Subcontractor performing the Work. However, where the Contractor or first tier Subcontractor receives proposals for additive and deductive amounts from separate subtier subcontractors, the commission shall be allowed on the added amounts prior to subtraction of the credit amounts. The cost of such extra Work shall be added to the Contract Sum by a Written Change Order

The remaining Article 7 remains as per the COSA General Conditions.