SAN ANTONIO WATER SYSTEM
MILDRED 24” SEWER OUTFALL – DR881 PROJECT

SAWS JOB NUMBER 15-4521
SOLICITATION NO. CO-00165-FF

ADDENDUM NO. 1
MARCH 30, 2018

To Bidder of Record:

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

RESPONSES TO QUESTIONS

1. Please confirm that COSA ROW agrees to the patching of asphalt as shown on the plans given the newly pave conditions in the project area.
   Response: Refer to Sheet 3 Key Notes stating pavement limits shall include full mill and overlay for the asphalt repairs. Per project specifications for the Bypass Plan, pavement restoration shall be incidental for the bypass piping installation.

2. Is the by-pass suction manhole shown at STA. 10+07.6 a temporary or permanent structure? – If temporary, please indicate specification No.
   Response: The bypass suction manhole aforementioned can be installed as a permanent structure as shown on sheet 3 and shall be installed to SAWS Specification 850. There will be no separate pay item for this structure and it should be considered subsidiary to the bypass pumping operation per SAWS Spec 864-S2.

3. Can the flows be diverted on the 66” for manhole rehabilitation/line rehab?
   Response: No. Diverting the flows to the 66” line is not allowed.

4. Are there evaluation videos/logs available for our use?
   Response: Yes there is video. To access video the bidder must complete and submit the attached release form, a password will be provided once form is submitted. Please submit the form to Fred Flores, Contract Administrator via email at Fred.Flores@saws.org or fax (210) 233-4293. The video is not considered a part of the contract documents & is provided for informational purposes only. The video depicts the condition at the specific time that the video was taken. Deterioration is continuous so the condition of the pipe at the time of construction could be substantially different than what is depicted in the video.

5. Can the project duration be extended? – 120-150 calendar days.
   Response: No. Refer to Bid Proposal for project time duration.

6. Please confirm flows on line EX. 7 are 171,924 GPM.
   Response: Refer to Sheet 3 - A table of Flow data has been added.
7. Please confirm Sheet Note #1 on Sheet 3 regarding means and methods.  
   **Response:** Refer to Sheet 3 Key Notes stating that in the event the Contractor shall request to install liner in more than one pass, additional information shall be presented by Contractor to the Engineer prior to commencing work and study how the bypass setup will be sequenced.

8. Can a pay item be added to install lateral connection cleanouts where none exist?  
   **Response:** Per Item 864-S1/S2, Section 864.4 Equipment and Materials, “The Contractor shall provide all necessary pumping equipment, piping and all other necessary appurtenances in order to maintain adequate and reliable sanitary sewer flow in the sanitary sewer system” and Section 864.7 Measurement and Payment, the lateral connection cleanout item(s) shall be considered incidental and be included as part of the Bypass Pumping unit cost.

9. On sheet 3 of 14 on the by-pass layout it shows a Dog House MH (Temp) at STA10+07.6. Please confirm that this is a temporary manhole, or will it be a permanent manhole per SAWS specifications? If it is to be a permanent manhole will this be paid by SAWS?  
   **Response:** Refer to response #2 of this Addendum #1.

10. Are there any videos of the pipeline to be rehabilitated showing the condition of the existing pipeline?  
    **Response:** Refer to response #4 of this Addendum #1.

11. On form BP-1 it states Mobilization and Prep of ROW shall be limited to the maximum percentages shown. There are no percentages shown on the Bid Proposal under line item 1 and 2. Please provide those percentages.  
    **Response:** The maximum percentage for Mobilization is 10% and for Preparation of R.O.W. is 5%.

**CHANGES TO THE SPECIFICATIONS**

1. **Bid Proposal**  
   Line 1, 100 Mobilization (shall not exceed 10%)  
   Line 2, 101, Preparation of Right of Way (shall not exceed 5%)

2. **Remove in its entirety and replace Wage Decision Sheet WR-1 for Building Construction Type with latest issued on March 23, 2018 enclosed in this Addendum No. 1.**

3. **Appendix A Right of Entry (ROE) Documents:**  
   Insert additional ROE included this Addendum #1.

**CHANGES TO THE PLANS**

Sheet 3 of 14 - Revised Notes to Drawing:  
- Added the following to Note 1 of Sheet Notes: CONTRACTOR MAY ELECT TO INSTALL LINER IN MORE THAN ONE PASS. CONTRACTOR MUST SUBMIT ADDITIONAL INFORMATION ABOUT HOW THE BYPASS SETUP WILL BE SEQUENCED.
- Added the Discharge Flow Table.
- Revised the pavement limits required on S Flores as part of the bypass pumping plan.
This Addendum, including these three (3) pages, is twenty-seven (27) pages with attachments in its entirety.

Attachments:
- Attachment 1 - Wage Decision Section for Building Construction Type (3/23/18)
- Attachment 2 - Exhibit A - Rights of Entry (ROE) Exhibits
- Attachment 3 - Revised Sheet 3 of 14
- Attachment 4 - Release Form

JoEmma P. Sherfey, P. E.
Project Manager
S&GE LLC
TBPE Firm No. 8038

03/29/2018
ATTACHMENT 1

WAGE DECISION SECTION FOR BUILDING CONSTRUCTION TYPE

(3/23/18)
General Decision Number: TX180280 03/23/2018 TX280

Superseded General Decision Number: TX20170280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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* ASBE0087-014 01/01/2018

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**FOOTNOTES:**
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION
ATTACHMENT 2

RIGHTS OF ENTRY (ROE) EXHIBITS
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 8th day of March, 2018 by and between the SAN ANTONIO WATER SYSTEM ("Grantee") and Bexar County, referred to as "OWNER", whether one or more).

**Property:** 1948 Probandt and 231 Thelka, San Antonio, Texas 78214, as depicted in Exhibit "A" attached ("the Property").

**Legal Description:** NCB 6102, Lot 36 Loyd Electric Subdivision (Bexar CAD No. 370989); and 1.300 acres of land out of Lot 37, NCB 6102, DeVilbiss Subdivision

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have the right for 120 days from Grantee’s first entry upon the Property, as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than December 31, 2018, to enter upon the Property for purposes of ingress and egress to and from Grantee’s sewer easement and for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto, in the areas labeled as “Work Area” or “Access Area” shown on Exhibit “A” attached hereto and incorporated herein. Grantee shall reasonably repair any physical damage to the Property resulting from such construction so as to cause the Property to be in substantially the same condition as of the date hereof.

Grantee will make reasonable efforts to provide reasonable notice to Owner prior to entering the Property to begin its work and of anticipated duration of such work. Owner shall not unreasonably interfere with Grantee’s access. Grantee agrees to coordinate its access and construction activities with Owner prior to arriving on-site in order to help eliminate any damage to Owners newly constructed improvements.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**OWNER:**

BEXAR COUNTY, TEXAS

By: [Signature]

Joe Newton, Bexar County Asset Manager

Phone Number: 210-335-6709
Email: jnewton@bexar.org

**GRANTEE:**

SAN ANTONIO WATER SYSTEM

By: [Signature]

Name: Nancy Bellinsky
Title: Vice President and General Counsel

/SB 11/14
Note: Access Area will be within 10 feet of area shown on map to navigate around and protect future parking lot improvements.
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 19th day of __________, 2018, by and between the SAN ANTONIO WATER SYSTEM ("Grantee") and the ESTATE OF CONNIE T. CERDA (referred to as "OWNER," whether one or more).

Property: 124 Mildred, San Antonio, Texas 78214, as depicted in Exhibit "A" attached ("the Property").

Legal Description: NCB 6102, North 110 feet of Lot 20; Bexar CAD No. 370969

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have the right for 120 days from Grantee’s first entry upon the Property as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than December 31, 2018, to enter upon the Property for purposes of for ingress and egress to and from Grantee’s sewer easement and for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto, in the areas labeled as “Work Area” or “Access Area” shown on Exhibit “A” attached hereto and incorporated herein. Grantee shall reasonably repair any physical damage to the Property resulting from such construction so as to cause the Property to be in substantially the same condition as of the date hereof.

Grantee will make reasonable efforts to provide reasonable notice to Owner prior to entering the Property to begin its work and of anticipated duration of such work. Owner shall not interfere with Grantee’s access.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

OWNER:

[Signature]

Julianita Aragon for the Estate of Connie T. Cerda

GRANTEE:

SAN ANTONIO WATER SYSTEM

By: [Signature]

Nancy Belinsky

Title: Vice President and General Counsel

Phone Number: 405-619-7821

Email: 

* See Attached Note for Access to Property

/SB 11/14
Coordinate access to the property at 124 Mildred st with Mr. Gary Bergman at 210-649-6760. Please give 24 hour notice prior to entering front of property and back fencing for security reasons.

Thank you

[Signature]
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 8th day of March, 2018 by and between the SAN ANTONIO WATER SYSTEM ("Grantee") and TOD ALAN DEVILBISS, referred to as "OWNER", whether one or more).

Property: 2002 Probandt, San Antonio, Texas 78214, as depicted in Exhibit "A" attached ("the Property").

Legal Description: NCB 6102, Remainder of Lot 37, NCB 6102, DeVilbiss Subdivision; BCAD No. 370990

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have the right for 120 days from Grantee’s first entry upon the Property, as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than December 31, 2018, to enter upon the Property for purposes of for ingress and egress to and from Grantee’s sewer easement and for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto, in the areas labeled as “Work Area” or “Access Area” shown on Exhibit “A” attached hereto and incorporated herein. Grantee shall reasonably repair any physical damage to the Property resulting from such construction so as to cause the Property to be in substantially the same condition as of the date hereof.

Grantee will make reasonable efforts to provide reasonable notice to Owner prior to entering the Property to begin its work and of anticipated duration of such work. Owner shall not interfere with Grantee’s access.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

OWNER:  

[Signature]

TOD ALAN DEVILBISS

GRANTEE:

SAN ANTONIO WATER SYSTEM

By:  

[Signature]

Name: Nancy Belinsky  
Title: Vice President and General Counsel

Phone Number: 210-332-9038  
Email: tdevilbi@water.org

/ SB 11/14
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 27th day of March, 2018 by and between the SAN ANTONIO WATER SYSTEM ("Grantee") and L.C. TUBB, JR., (referred to as "OWNER", whether one or more).

Property: 1951 Probandt, San Antonio, Texas 78214, as depicted in Exhibit “A” attached ("the Property").

Legal Description: NCB 6102, Lot 35; Bexar CAD No. 370979

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have the right for 120 days from Grantee’s first entry upon the Property, as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than December 31, 2018, to enter upon the Property for purposes of ingress and egress to and from Grantee’s sewer easement and for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto, in the areas labeled as “Work Area” or “Access Area” shown on Exhibit “A” attached hereto and incorporated herein. Grantee shall reasonably repair any physical damage to the Property resulting from such construction so as to cause the Property to be in substantially the same condition as of the date hereof.

Grantee understands and agrees that the Property may not be used for the storage of construction or related materials or to park (other than temporary parking as needed to conduct Grantee’s activities) or, to store vehicles or equipment.

Grantee will require that its general contractor coordinate with the Owner (or its authorized representative) access to the property during construction and inform the Owner when access to the property will be required after normal working hours.

Owner shall have the right to continue to enjoy the use of the Property for any and all purposes which do not unreasonably interfere with, or prevent the exercise of the rights of the Grantee under this Agreement.

Grantee will make reasonable efforts to provide reasonable notice to Owner prior to entering the Property to begin its work and of anticipated duration of such work. Owner shall not interfere with Grantee’s access.

Grantee is a self-insured municipal entity. The Grantee shall cause, to the fullest extent permitted by Texas law, its general contractor to indemnify and hold harmless the Owner and its tenant, MICA Corporation of Fort Worth, Texas, including its directors, officers, employees and agents from and against all claims, suits, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from bodily injury to, or sickness, disease or death of, any person, or property damage, including loss of use of property, arising or alleged to arise out of
of or in any way related to the performance of the Work but only to the extent caused in whole or in part by any negligence or fault of general contractor, its employees, or its subcontractors of any tier.

In support of the indemnity obligation above, Grantee shall cause its general contractor to maintain commercial general liability insurance with limits of no less than $1 million per occurrence, and statutory amounts for workers’ compensation insurance, at all times while on the Property. Such commercial general liability insurance coverage shall name Owner and MICA Corporation as additional insureds, shall be primary and non-contributory to other insurance available to Owner and MICA Corporation, shall be endorsed to provide waiver of subrogation in favor of the Owner and MICA Corporation, and shall provide at least ten (10) days advance written notice to Owner of any cancellation or material change of its insurance. Evidence of such coverage is to be provided to the Owner on a Certificate of Insurance naming the Owner as the Certificate Holder.

Grantee hereby releases OWNER from all claims, suits and demands for property damage and bodily injury arising out of the condition of the Property, which Grantee accepts AS-IS.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

OWNER:

L.C. TUBB, JR.

Phone Number: 817-847-6121
Email: lctubbtx@yahoo.com

GRANTEE:

SAN ANTONIO WATER SYTEM

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

/5B 11/14
ATTACHMENT 4

RELEASE FORM
DISCLAIMER

The video clips being provided through the FTP site are for the Mildred 24” Sewer Outfall – DR 881 Project. Since these videos have been compiled over a period of time, many of the images may be outdated and no longer accurate. The video clips are being made available for the sole purpose of providing historical background information that may assist Respondents in preparing their response to this solicitation. As planning for any project evolves, important aspects often change. This project is no exception. SAWS makes no representations about the accuracy of this information and disclaims any responsibility for its use.

The FTP details will be provided upon return of this form.

AGREED TO:

________________________________________
Printed Name

________________________________________
Signature

________________________________________
Typed|Printed Firm Name

Date: ________________________________