CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT

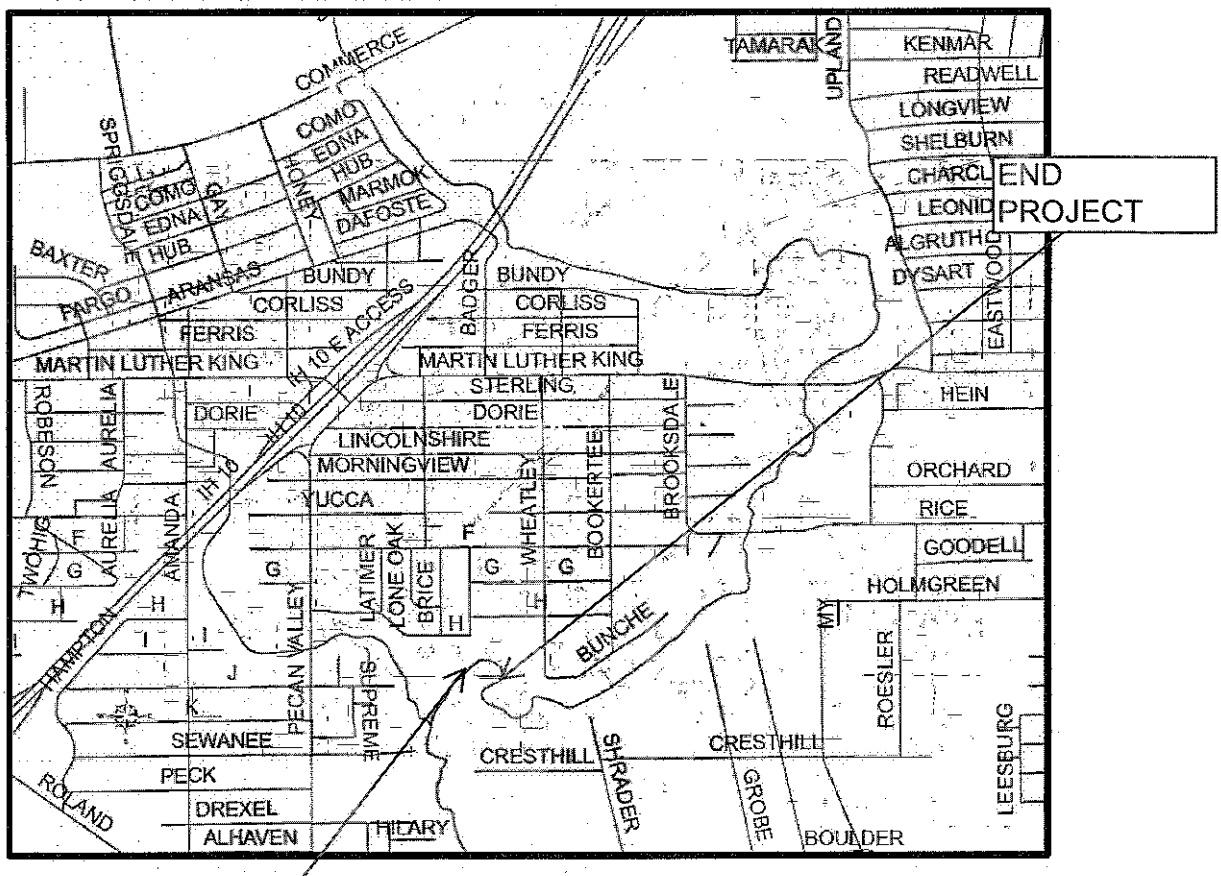
PLANS OF PROPOSED

ROADWAY IMPROVEMENT

BEXAR COUNTY

Salado Creek Bridge
23-00904

LIMITS: CROSSING AT SALADO CREEK
LENGTH: 310 FT = 0.059 MI
BRIDGE LENGTH: 120 FT
TOTAL LENGTH: 310 FT = 0.059 MI



LOCATION MAP
NOT TO SCALE

4:08:47 PM
1/14/2010

COSA Local Area Management
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INVITATION FOR BID
(IFB)

1. Sealed bid proposals and other required documents will be received at the Office of the City Clerk, City Hall, 100 Military Plaza (corner of Commerce and Flores Street), 2nd floor, San Antonio, Texas 78205 will be received for the following project:

Salado Creek Bridge

In accordance with all bid documents, plans and specifications which may be purchased at a cost of $50.00 from the office of City of San Antonio's Finance Department at 111 Soledad, 5th Floor and picked up in the Plans and Records room at 114 W. Commerce, Municipal Plaza Building, Suite 900, San Antonio, TX 78205 Phone- (210) 207-8035. No refund will be made for plan sets that are returned.

2. The following documents constitute the required information to be submitted as a part of the bid proposal:

   a. Envelope #1, shall contain:
      1) Bid document and any alternate bids.

   b. Envelope #2, shall contain:
      1. Bid bond or cashiers check.
      2. Assurance of Compliance with Equal Employment Opportunity Statement.
      3. Certificate of Non-Segregated Facilities.
      4. Statement on President's Executive Order.
      5. Addenda Acknowledgement Form (if applicable).
      6. Disclosure of Lobbying Activites.
      7. Child Support Statement.
      8. Certificate of Non-Collusion.
      9. Certificate of Interest in Other Bid Proposals for This Work.
      10. Litigation Disclosure Form.
      11. Certificate of Absense of Suspension, Debarment, Voluntary Exclusion, or Determination of Ineligibility.

   The envelopes shall be clearly marked with the name of the project for which bids are to be submitted.

3. The Bid shall be submitted in duplicate on Proposal Forms provided with the specifications. Envelope #1 shall contain the Bid and shall be clearly identified as: Bid Proposal For: **Salado Creek Bridge.**

Envelopes #1 and #2 will be received in the Office of the City Clerk until **2:00 p.m.** on **Tuesday, March 6, 2012.** All envelopes will be opened and publicly read aloud. Any Bids received after that will be returned unopened. The City reserves the right to reject any and all Bids and waive any formalities.

4. A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of San Antonio, Texas, in an amount not less than five percent (5%) of the greates total amount of the Bid Proposal, must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents.

5. A Performance Bond, in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter 2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of San Antonio for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law–or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of $100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law.

   A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the aforesaid certificate of authority.

   B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the aforesaid reinsurance.

   Contractor shall provide either a copy of the list as described in "A." above, or the contract(s) and letter described in "B." above, together with the payment and performance bonds.

6. Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will <u>not</u> be accepted.

7. The successful Bidder will be required to execute the Standard Form Construction Contract prepared and supplied by the City.

8. This is a proposed Public Works Contract, and Chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for Work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof shall be complied with. The stated Disadvantaged Business Enterprise (DBE) Program goals for this project have been set at 0%. The City DBE Program is subject to approval by the Federal Highway Administration (FHWA).

9.* "NON-DISCRIMINATION IN EMPLOYMENT. BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NO. 11246, "EQUAL EMPLOYMENT OPPORTUNITY," AS AMENDED BY EXECUTIVE ORDER

NO. 11375, "AMENDING EXECUTIVE ORDER 11246 RELATING TO EQUAL EMPLOYMENT OPPORTUNITY," AND AS SUPPLEMENTED BY REGULATIONS AT 41 CFR PART 60, "OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER ARE EXPLAINED IN THE SPECIFICATIONS"

EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER ARE EXPLAINED IN THE SPECIFICATIONS"

10. Per Ordinance #69403, the City of San Antonio, its employees, contractors, and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts, Violation of this ordinance is a criminal offense and subject to penalty.

11. Notice is hereby posted that a pre-bid conference will be held at the **Municipal Plaza Building, 114 W. Commerce, 9th floor conference room, San Antonio, Texas at 10:00 a.m. on February 21, 2012.** This conference will be held to answer questions prospective Bidders may have regarding the intent of the plans and/or specifications.

12. This project will be bid as a separated contract in accordance with a recent amendment to section 151.311 of the tax code. This will allow the contractor to claim a tax exemption on the contract price of materials.

13. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, of their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, Tex 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Please consult your own legal advisor if you have questions regarding the stature or form.

14. This construction Contract is being funded with federal funds and is subject to all applicable federal labor standards provisions pertaining to payment of prevailing wage rates, anti-kickback provisions, overtime provisions, etc., as required by federal laws and regulations, in addition to labor standards applicable under State and local law.

PROPOSAL

TO

CITY OF SAN ANTONIO TEXAS

FOR THE CONSTRUCTION OF

Salado Creek Bridge

IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in _____calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of _____

_____ Dollars ($_____) said amount being _____ percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

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

Bidder is:

[] An individual proprietorship;

[] A partnership composed of _____

_____ and _____

[] A corporation chartered under the laws of the State of _____ , acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

_____
(Name of Bidder)

By:_____
(Signature)

ATTEST:
Date

_____ _____
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): _____

_____

_____ $_____

Alternates (if applicable):

(1) _____ (3) _____

(2) _____ (4) _____

_____ _____
Company's Name Telephone No.

_____ _____
Address Fax No.

_____ _____
City & State Zip Code

City of San Antonio
General Specifications
Version 2004

These City of San Antonio General Specifications Items 1 through 9 will replace the General Provisions Items 1 through 9 in the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS
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ITEM 1

DEFINITION OF TERMS

1.1. Definitions. Wherever the following terms are used in these specifications or other contract documents, the intent and meaning shall be interpreted as shown below:

1.2. Abbreviations:

AAN	American Association of Nurserymen.
AAR	Association of American Railroads.
AASHTO	American Association of State Highway and Transportation Officials.
ACPA	American Concrete Pipe Association.
AITC	American Institute of Timber Construction.
ANSI	American National Standards Institute.
API	American Petroleum Institute.
AREA	American Railroad Engineers Association.
ASTM	American Society for Testing and Materials.
AWG	American Wire Gage.
AWPA	American Wood Preservers Association.
AWPB	American Wood Preservers Bureau.
AWPI	American Wood Preservers Institute.
AWS	American Welding Society.
AWWA	American Water Works Association.
DFPA	Douglas Fir Plywood Association.
IES	Illuminating Engineering Society.
IMSA	International Municipal Signal Association.
ITE	Institute of Transportation Engineers.
NBFU	National Board of Fire Underwriters.
NEC	National Electrical Code (Published by NBFU).
NEMA	National Electrical Manufacturers Association.
NFPA	National Forest Products Association.
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety and Health Administration
SFPA	Southern Forest Products Association.
SPIB	Southern Pine Inspection Bureau.
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
WWPA	Western Wood Products Association.

1.3. Arterial Highway. A general term denoting a highway primarily for through traffic, usually on a continuous route.

1.4. Authorization To Proceed. A written notice given by Owner to Contractor establishing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents. (Also referred to as Notice to Proceed or Work Project Authorization).

1.5. Bid Error. A mathematical mistake by the prime contractor in the unit price entered into the bid proposal.

1.6. Bidder. An individual, partnership, limited liability company, corporation or any combination thereof submitting a bid proposal.

1.7. Bridges. Structures of over 20-foot span measured from face to face of abutments, or in case of copings, from face to face of copings, and multiple span structures of over 20-foot length, measured between inside of end walls along the centerline of the roadbed.

1.8. Certificate of Insurance. City of San Antonio approved form covering insurance requirements stated in the contract.

1.9. Change Order (See Field Alteration). A written description by the Department covering modifications to the original contract necessary to complete the contracted work

1.10. City. The City of San Antonio, Texas and "Owner" of this Project. Whenever in this Contract is found the term "City" or "Owner" or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of the City at such time and within the powers and authority held by him or them.

1.11. City Council. The duly elected members of the council of the City of San Antonio, Texas.

1.12. Commission. The Texas Transportation Commission.

1.13. Construction Bulletin C-5. Manual of procedures and requirements for manual welding and submerged arc welding for the fabrication of structural steel.

1.14. Construction Bulletin C-6. Manual of testing requirements for the qualification of welders for structural and reinforcing steel.

1.15. Construction Bulletin C-8. Manual of procedures for driving and test loading piling.

1.16. Construction Bulletin C-9. Manual of procedures for constructing and test loading drill shafts.

1.17. Construction Bulletin C-11. Manual of procedures to be followed in the design and control of portland cement concrete.

1.18. Construction Bulletin C-14. All references to Construction Bulletin C-14 for the design of asphaltic concrete pavement shall be understood to denote Test Method Tex-204-F. All references to Construction Bulletin C-14 for the calibration of cold aggregate feeds shall be understood to denote the plant manufacturer's recommended calibration procedures or other method acceptable to the Engineer.

1.19. Construction Observer/Inspector "COI." The authorized representative of the Director of Public Works assigned by the Owner to observe and inspect any or all parts of the Project and the materials to be used therein. (Same as Inspector)

1.20. Consultant. A person registered as a professional engineer pursuant to Article 3271a, V.T.C.S., employed to provide professional engineering services and having overall responsibility for the design of a project or a significant portion thereof, together with administrative supervision of any subconsultants Consultant may retain. The term "Consultant," unless the context clearly indicates otherwise, means an engineer in private practice retained for a specific project under a contractual agreement with the Owner.

1.21. Contract. The agreement between the City and the Contractor covering the furnishing of materials and performance of the work. The contract will include, but not be limited to the Plans, Standard Specification incorporated by reference, Special Provisions, Special Specifications, Contract Bonds, Supplemental Agreements and Field Alterations.

1.22. Contract Documents. The Contract Documents consist of Bidding Documents such as: the Advertisement or Invitation to Bid, the Instructions to Bidders, the Contractor's completed Bid Proposal form, the Addenda, the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions), the Plans, the Specifications, the Field Alterations, the Payment and Performance. 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.

1.23. Contract Sum. The total compensation payable to the Contractor for performing the Work as originally contracted or as subsequently adjusted by Field Alterations.

1.24. Contract Time. The total time allowed the Contractor for completion of the Work.

1.25. Contractor. The individual, firm or corporation or any combination thereof, Party of the Second Part, with which the contract is made by the City.

1.26. Controlled Access Highway. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys or other public or private ways.

1.27. Control of Access. The condition where the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

> **.1 Full Control.** Full control of access means that the authority to control access is exercised to give preference to through traffic by providing access connections with selected public roads only and by prohibiting crossings at grade or direct private driveway connections.
>
> **.2 Partial Control.** Partial control of access means that the authority to control access is exercised to give preference to through traffic to a degree that, in addition to access connections with selected public roads; there may be some crossings at grade and some private driveway connections.

1.28. County. A political subdivision of the State.

1.29. Culvert. Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.

1.30. Debar (Debarment). To disqualify (the disqualification of) a Contractor from bidding on or entering into a contract, or from participating as a Contractor or Subcontractor.

1.31. Department. The Department of Public Works, City of San Antonio, Texas.

1.32. Departmental Material Specifications. Specifications for various materials published by the Materials and Pavement Section of the Construction Division of TxDOT. Departmental Material Specifications are now referred to as DMS-XXXX in lieu of D-9-XXXX.

1.33. Disadvantaged Business Enterprise (DBE) Joint Venture. A DBE firm and one or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

1.34. Disadvantaged Business Enterprise. A small business concern, certified through the Texas Unified Certification Program in accordance with 49CFR Part 26, which is fifty-one (51) percent owned by one or more minorities or women, or in the case of a publicly owned business, at least fifty-one (51) percent of the stock is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

1.35. Disadvantaged Business Enterprise Liaison Officer (DBELO). The individual responsible for implementing all aspects of the Disadvantaged Business Enterprise Program for the City of San Antonio.

1.36. Engineer. The City Engineer, or his duly authorized representative, either or both being a duly authorized representative of the Director of Public Works.

1.37. Expressway. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

1.38. Federal-Aid Contract. Any contract between the City/State and a Contractor, which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.

1.39. Field Alteration. A written order issued by the City to the Contractor authorizing additions, deletions, or revisions to the Work to be performed by Contractor within the general scope of construction services outlined in the Contract Documents.

1.40. Freeway. An expressway with full control of access.

1.41. Frontage Street or Frontage Road. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a Service Road, Access Road or Insulator Road).

1.42. Hazardous Materials/Waste. Hazardous materials/waste include, but are not limited to, such materials as: explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents and other material classified as hazardous by 40CFR261, or applicable state and federal regulations.

1.43. Highway, Divided. A highway with separate roadways intended to move traffic in opposite directions.

1.44. Highway, Street or Road. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage: in urban areas is highway or street and in rural areas is highway or road.

1.45. Inspector. The person assigned by the Engineer to inspect any or all parts of the work and the materials to be used therein. (Same as COI)

1.46. Intersection. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways, of two highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

1.47. Island. An area within a roadway for which vehicular traffic is intended to be excluded, together with any area at the approach thereto occupied by protective deflecting or warning devices.

1.48. Invitation for Bids (IFB). A published notice that the City will be accepting bid proposals on a project. The notice states the project name, where the project plans and specifications can be obtained, the cost of the plans and specifications, when and where the bid proposals are to be submitted.

1.49. Laboratory. The testing laboratory that may be designated or approved by the Director of Public Works.

1.50. Local Street or Local Road. A street or road primarily for access to residence, business or other abutting property.

1.51. Major Bid Item. Any individual Bid Item submitted by Contractor that constitutes a five (5) percent minimum of the total Contract Sum proposed by the successful low Bidder Contractor. In spite of the general criteria above, the Owner and Consultant reserve the right to identify or exclude specific Bid Items as being "Major" in the Contract Documents for each Project.

1.52. Major Street or Major Highway. An arterial highway with intersections at grade and direct access to abutting property, and on which geometric design and traffic control measures are used to expedite the safe movement of through traffic.

1.53. Manual of Testing Procedures. Texas Department of Transportation Division of Materials and Tests manual outlining testing methods and procedures.

1.54. Materials. Definitions of materials and material properties are as found in Test Method Tex-100-E, Part I.

1.55. Mathematically Unbalanced Bid. A bid containing lump sum or unit bid items, which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

1.56. Materially Unbalanced Bid. A bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

1.57. Median. The portion of a divided highway separating the traffic lane(s) in opposite directions.

1.58. Nonhazardous Recyclable Material. A material that has been recovered or diverted from the nonhazardous waste stream for purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

1.59. Nonresident Bidder. A Bidder whose principal place of business is not in Texas; includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

1.60. Owner. See "City."

1.61. Owner's Representative. The Director of Public Works or his Designee.

1.62. Pavement. That part of the roadway having a constructed surface for the facilitation of vehicular traffic.

1.63. Payment Bond. The security furnished by the Contractor through the Surety in the full amount of the Contract Sum for the protection of all persons supplying labor and material in the prosecution of the Work who properly follow statutory requirements for perfecting claims against such security.

1.64. Performance Bond. The security furnished by the Contractor through the Surety in the full amount of the Contract Sum as a guaranty that the Work will be faithfully performed and completed and that the Owner will be saved harmless from all costs and damages which the Owner may suffer by reason of the Contractor's default or failure to perform the Work.

1.65. Plans. The Plans, drawings, details and supplemental drawings, or reproductions thereof, produced and sealed by the Consultant and approved by the Owner, showing the location, character, dimensions and details of the Work and which are a part of the Contract. Plans include standard details issued and sealed by the City Engineer or his representative.

1.66. Power of Attorney for Surety Bonds. An instrument under corporate seal, which appoints an attorney-in-fact to act in behalf of a Surety Company in signing bonds.

1.67. Project. Work site and Work elements with all appurtenances and construction to be performed thereon under the Contract.

1.68. Bid Proposal. The offer of the Bidder, made out in duplicate on the prescribed forms, giving prices for performing the work described in the plans and specifications.

1.69. Bid Proposal Guaranty. The security designated in the bid proposal and furnished by the Bidder as a guaranty that the Bidder will enter into a contract if awarded the work.

1.70. Ramp. A section of highway over which traffic passes for the primary purpose of making connections

with other highways.

1.71. Registered Professional Engineer. A person who has been duly licensed and registered by the Texas State Board of Registration for Professional Engineers to engage in the practice of engineering in this state.

1.72. Rental Rate Blue Book for Construction Equipment. Equipment rental rates published by Dataquest (also known as the Rental Rate Blue Book or the Blue Book).

1.73. Right of Way. The land provided for a highway, street or road.

1.74. Roadbed. The graded portion of a highway, which is prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways will be considered to have two roadbeds. Highways with a continuous two-way left turn lane will be considered to have one roadbed.

1.75. Roadway. The portion of the highway within the limits of construction.

1.76. Samples. Physical examples furnished by the Contractor to Owner to illustrate intended or anticipated materials, equipment or workmanship, and to assist Owner and Consultant in the establishment of workmanship and quality standards by which the Work will be judged.

1.77. Sequence of Construction. The logical and proper order in which the Contractor shall accomplish the Work by Owner directed stages and phases, as shown in the Contract Documents, unless Owner orders otherwise by a properly executed Field Alteration.

1.78. Screens and Sieves. As defined by the ASTM.

1.79. Shop Drawings. Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are furnished by the Contractor and prepared by Contractorwhich illustrates and details some portion of the Work.

1.80. Shoulder. That portion of the roadway contiguous with the traffic lane(s) for accommodation of stopped vehicles for emergency use and/or for lateral support of base and surface courses.

1.81. Special Provisions. Additions and/or revisions to the Standard Specifications or Special Specifications.

1.82. Special Specifications. Supplemental Specifications applicable to the individual project, not covered by the Standard Specifications.

1.83. Specifications. The specific instructions to the Contractor as to the requirements for materials, equipment, certain construction systems, standards and quality of workmanship for the Work and performance of related services and forming a part of the Contract.Where the phrases such as "or directed by the Engineer", "or as approved by the Engineer" or "or to the satisfaction of the Engineer" occur, it is understood that the directions, orders or instructions to which they relate are within the limitations of and authorized by the contract. Special provisions and special specifications will cover work pertaining to a particular project and included in the bid proposal but not covered by the Standard Specifications. Where reference is made to Departmental Material Specifications, specifications of ASTM, AASHTO or Bulletins and Manuals of the Department, it shall be construed to mean the latest standard or tentative standard in effect on the date of the bid proposal. Incorporation of subsequent changes to the above documents will be considered by the Engineer in accordance with Item 4, "Scope of Work," as appropriate.

1.84. State. The State of Texas.

1.85. Subcontractor. An individual, partnership, limited liability company, corporation or any combination thereof to which the Contractor sublets, or proposes to sublet, any portion of a contract.

1.86. Subgrade. That portion of the roadbed upon which the subbase, base or pavement structure is to be placed.

1.87. Substantial Completion. The date certified by the Owner when the Construction of the Project or a 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.

1.88. Substructure. That part of the structure below the bridge seats or below the springing lines of arches. Parapets, backwalls and wingwalls of abutments shall be considered as parts of the substructure.

1.89. Superintendent. The on project site representative of the Contractor authorized to receive and fulfill instructions from the City's Construction Observer/Inspector ("COI"). The Superintendent or his designee shall supervise and direct the construction Work.

1.90. Superstructure. That part of the structure above the bridge seats or above the springing lines of arches.

1.91. Surety. The corporate body licensed to conduct business in the State of Texas that provides assurance that the Contractor, or his substitute will faithfully perform the Work covered by the Contract and make payment of any due, unpaid, eligible labor and supply claims arising there under.

1.92. Temporary Structures. All temporary bridges, culverts and structures required to maintain traffic during the construction of work.

1.93. Texas Commission on Environmental Quality (TCEQ). Texas Natural Resource Conservation Commission (TNRCC) has changed its name to TCEQ. Therefore all references to TNRCC now refer to TCEQ.

1.94. Texas Unified Certification Program (TUCP). A "one stop" certification process for Disadvantaged Business Enterprises (DBE's).

1.95. THD Test Method (TxDOT). Materials and Test Division manual outlining testing methods and procedures.

1.96. TMUTCD. Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

1.97. Traffic Lane. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

1.98. Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.99. Underground Facilities. All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, sewage and drainage removal, traffic or other control systems.

1.100. Unit Price Work. Work to be paid for by Owner on the basis of Contractor quoted unit prices in the Bid Proposal based upon Owner estimated quantities.

1.101. The Work. The work shall include the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

1.102. Work Element Pay Item. An Item for which a unit cost is requested.

1.103. Working Day (Calendar Day Schedule). This is a seven (7) calendar days per week definition. A

working day is defined as a calendar day, not including City holidays as designated by City Council each fiscal year in October.

.1 Time will be charged for all working days regardless of weather conditions, materials, or supplies, which could impede the prosecution of the work.

.2 The Engineer may suspend the work and the "Time Charge" in accordance with Article 8.6, "Suspension of Work by Owner" when conditions not under the control of the Contractor, other than those described above, prohibit the performance of the critical activity or activities which control the completion of the project as determined by the schedule submitted in accordance with Article 8.1, "Prosecution of Work."

.3 The Engineer may suspend the work and the "Time Charge," in accordance with Article 8.6, on any holiday, on the day(s) preceding the holiday and/or on the day(s) following the holiday if the Engineer and the Contractor mutually agree the Contractor should not work. Such suspension shall be based upon (a) past experience as to the volume of holiday traffic that may be expected and (b) the hazard that project operations would present to the traveling public and/or the Contractor's personnel.

.4 Work on City holidays will not be permitted except with the written permission of the Engineer. If work on City holidays is permitted, working time will be charged on the same basis as described above.

1.104. Written Notice. Shall be considered to have been duly given if delivered in person to an authorized representative of the Contractor or Owner, or to an officer of the corporation for whom it is intended, or if delivered at, or sent by registered or certified mail to the last business address known to the person who gives the notice.

ITEM 2

INSTRUCTIONS TO BIDDERS
LOCAL AGENCY MANAGED PROJECTS (LAM)

2.1. Introduction. The 2004 Specifications for the General Provisions (Items 1 – 9) are written in passive voice, indicative mood. The Special Provisions for the General Provisions are written in active voice, imperative mood. The subject of imperative sentences is understood to be "The Contractor." Phrases such as "as approved," "unless approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2.2. Bid Proposal Documents. Sealed bid proposals and other required documents will be received at the Office of the City Clerk (City Hall, 100 Military Plaza, 2nd Floor, San Antonio, Texas), as set forth in the Invitation for Bids (IFB). Information and Bidding documents are obtainable from the Consultant as set forth in the published IFB. Bidding documents are also on file in the Office of Plans and Records (Municipal Plaza Building, 9th Floor, 114 W. Commerce).

.1 The following documents constitute the required information to be submitted as a part of the bid proposal:

a. Envelope #1, furnished by the City shall contain:
   Bid document and any alternate bids
b. Envelope #2, furnished by the City, shall contain:
   Bid bond or cashiers check
   Assurance of Compliance with Equal Employment Opportunity Statement
   Certificate of Non-Segregated Facilities
   Statement on President's Executive Order
   Addenda Acknowledgement Form
   Disclosure for Lobbying Activities
   Child Support Statement
   Certificate of Non-Collusion
   Certificate of Interest In Other Bid Proposals For This Work
   Litigation Disclosure Form

The envelopes furnished by the City shall be clearly marked with the name of the project for which bids are to be submitted.

2.3. Bid Proposal Forms. The Bid shall be submitted in duplicate on Bid Proposal Forms provided with the specifications. Envelope #1 shall contain the Bid Proposal and shall be clearly identified as: Bid Proposal For:_____

_____

Envelopes #1 and #2 will be received in the Office of the City Clerk until 1:00 p.m. on _____ _____. All envelopes will be opened and publicly read aloud at 1:00 p.m. Any Bids received after that will be returned unopened. The City reserves the right to reject any and all Bids and waive any formalities.

2.4. Bidder Findings of Discrepancies or Ambiguities. Prospective Bidders shall notify Consultant and Owner in writing at least five (5) calendar days prior to scheduled Bid Opening date if discrepancies and ambiguities or omissions are found in the Project Plans and/or Specifications, or if further information or interpretation is desired.

2.5. Addenda. Answers by Consultant and/or Owner will be given in writing to all prospective Bidders in Addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Plans and/or Specifications. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered official or binding upon the Owner.

.1 Addendum Acknowledgement Form. The Contractor's submitted Bid Proposal shall be based on Contractor's investigation and knowledge of the conditions at the Project site, the Specifications, the Plans and any Addenda to the Specifications and/or Plans issued during time of advertisement prior to bidding. The Bidders shall sign and submit the Addendum Acknowledgement Form with the Bid Packet.

2.6. Bid Proposal to City of San Antonio (Form 9-12). The bid proposals shall be submitted in duplicate on Form 9-12 (Rev. May 2003), "Bid Proposal to City of San Antonio." The envelope containing any Bid Proposal and other documents shall be endorsed as stipulated in the Invitation For Bids.

2.7. Proposal Guaranty. Unless the bid is under $25,000, an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of San Antonio, Texas, in an amount of not less than five (5) percent of the greatest total amount of the Bid Proposal, must accompany each bid as a guarantee that if awarded the Contract the successful Bidder will promptly enter into a Contract and execute bonds on the standard forms provided, as outlined in the specifications and Contract Documents.

.1 For Bids Less Than $25,000. Bidders shall submit either a cashier's or certified check in lieu of the Bid Bond only if the bid amount is less than $25,000.

2.8. Omissions in Bid Proposals. Bid proposals will be submitted in duplicate copy on the City forms furnished, except as provided below. Bid proposals containing omissions (except in unit prices as described in Article 2.12), alterations of City's wording contained in Contract Documents, conditional bids or qualifications, which modify the Bidder's bid proposal from the Owner's IFB, will be rejected as non-responsive.

2.9. Computer Printout For Unit Prices. Bidders, at their option, in lieu of hand writing the unit prices in words in ink on the bid proposal form, may submit an original computer printout sheet bearing certification by and authorized signature for the bidding firm. The unit prices shown on acceptable printouts will be unit prices used to tabulate the bid and used in the contract if awarded by the City. As a minimum, computer printouts must contain the information and in the arrangement shown on the "Example of Bid Prices Submitted by Computer Printout" form at the end of this section. Bid proposals with unit prices by computer printout will be considered as non-responsive if:

a. The bid proposal does not bear the certification verbatim, as shown on the example in the bid proposal.
b. The computer printout does not have an authorized signature on behalf of the firm proposing the bid.
c. The computer printout omits or alters required bid items or includes items not shown in the bid proposal.
d. The bid proposal issued by the City is not fully executed as provided above.

.1 If the bid proposal, submitted by the Bidder, contains both the form furnished by the City and a computer printout, completed according to the instructions, only one will be considered. In this situation, the bid prices shown on the computer printout will be used to determine the bid.

2.10. Bid Alternates. Bidders shall submit a unit price for each Work element pay item for which a bid is requested, except in the case of an alternate. In such a case, the procedure is as follows:

.1 Additive Alternate. In the case of Additive Alternates, unit prices must be submitted for the base bid and the items in all proposed additive alternates.

.2 Substitute Alternate. In the case of a Substitute Alternate (these alternates appear in sets of two or more related alternates), unit prices must be submitted for all the items in the base bid and for all the items in one of the related substitute alternates in each set.

2.11. Extensions in Unit Prices. The unit price shall be inserted on the Bid Proposal sheet in words (not figures) in the "DESCRIPTION AND UNIT PRICE BID" column. Extensions, which are the unit prices multiplied

by the approximate quantities for each item, shall be inserted in figures in the "EXTENSION" column. Bids shall be submitted only on the City's bid proposal form or approved computer printout sheets. Bids not so submitted will be considered non-responsive. Conditional bids will also be considered non-responsive.

2.12. Blank Unit Prices. All applicable blank spaces in the Bid Proposal Form shall be completed. The Signature shall be in longhand. Any interlineation, alteration or erasure must be initialed by the signatory on the Bid Proposal. In the event additional or extra blank spaces remain after completion of the various forms, Contractor shall enter the terms "none" or "not applicable" on any remaining blank spaces to indicate that the Contractor has considered City requests for information on every line presented. Any blank unit prices will be tabulated and evaluated as "no cost" to the City.

2.13. Signature Requirement. Each copy of the Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, or corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and affix the Corporate Seal thereto. A Bid submitted by a corporate agent for Bidder shall be accompanied by a valid Power of Attorney, attached, certifying the agent's authority to bind Bidder.

2.14. Amendments Past Bid Opening. Bid proposal amounts may not be amended or modified in any manner after the time set for the bid opening in the published IFB.

2.15. Right To Reject Bids. The City expressly reserves the right to reject any or all Bid Proposals submitted, to interpret any Bidder ambiguities to the City's advantage, or to award the Contract to the Bidder who, in the City's opinion, offers the most advantageous Bid Proposal under applicable law for the purpose intended by the City.

.1 Reasons For Determining Bids Non-Responsive. Any proposal that has one or more of the deficiencies listed in Articles 2.8, 2.9, 2.11 or below will be considered non-responsive and will not be read publicly.

a. The person or, in the case of a joint venture, persons do not sign the proposal.
b. The proposal guaranty does not comply with the requirements contained in Article 2.7, "Proposal Guaranty."
c. The proposal is in a form other than the official proposal form issued to the Bidder or Bidders or acceptable computer printout.
d. The proposal was not in the hands of the letting official at the time and location specified in the advertisement.
e. The proposal submitted has the incorrect number of items.
f. A computer printout, when used is not signed in the name of the Bidder (or joint Bidders, in the case of a joint venture), is not in the proper format, or omits required Items or includes an Item or Items not shown in the proposal.
g. The Bidder submits more than one proposal, under the same or different name, for a specific proposed Contract. (A Bidder may submit a bid proposal and participate as a material supplier, subcontractor or both to any or all Bidders contemplating submitting a proposal for this work.)
h. The Bidder fails to acknowledge or improperly acknowledges receipt of all addenda issued.
i. The Bidder modifies the proposal in a manner that alters the conditions or requirements for work as stated in the proposal form.
j. The Bidder did not attend a specified mandatory pre-bid conference.

2.16. Termination of Bid. No Bid shall be withdrawn or terminated by Bidder without consent of the Owner for a period of ninety (90) calendar days after the opening of bids by the City.

2.17. Bid Proposal Guaranties of Three Lowest Bidders. Bid proposal guarantees of the first, second and third low Bidders will be retained until after the Contract Agreement and Bonds have been executed. Bid Proposal Guaranties in the form of any certified or cashier's check of all except the three lowest Bidders will be returned by mail to unsuccessful Bidders upon certification of the three low Bidders, unless there is a justifiable reason for Owner to hold them for the full ninety (90) calendar day period.

2.18. Time Requirement. Bid Proposals received after the time specified in the IFB will be ineligible for opening and will be returned unopened to the prospective Bidder.

2.19. Prospective Bidders' Field Examination. Each Bidder shall satisfy himself by personal field examination of the location of the proposed Work, and by any other means to enable him to develop his Bid Proposal intelligently and to his advantage. The Bidder shall make himself familiar with all of the Contract Documents and other Owner instructions including Bidder's ability to submit Pre-Bid inquiries to Owner and Design Consultant before submitting his Bid Proposal in order that no Contractor misunderstanding shall exist in regard to the nature and character of the Work to be performed. No allowance will be made by the City for any Bidders to claim that the Bid Proposal is based upon incomplete information as to the nature and character of the site or the Work involved. The submittal of the Bid by Bidder shall constitute an admission by the Bidder that he has carried out the foregoing stipulations to his entire satisfaction.

2.20. Bidder Inquiry Notification. After investigating the Project site and comparing the Plans and Specifications and other Contract Documents with the existing conditions, the prospective Bidder should immediately notify the Consultant of any conditions for which the requirements of labor and materials are not clear, or about which there is any prospective Bidder question regarding the quantity and extent of the Work involved. Bidder inquiry notifications to the Owner and/or Consultant must be made in writing at least five (5) calendar days prior to the scheduled Bid opening date.

2.21. Reasonable Work Site Investigation. It is understood and acknowledged by Bidder that full and complete allowance for conditions under which the Contractor will be required to perform construction, or that will in any manner affect Work under this Contract, are included in the Bidder's Bid Proposal and reflected in the proposed Contract Sum. A soils investigation (if applicable) may have been conducted as a potential aid to the Consultant in preparation of the Contract Plans and Specifications. THIS INFORMATION IS AVAILABLE TO PROSPECTIVE BIDDERS WITHOUT EXPRESS OR IMPLIED REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTEE BY OWNER OR CONSULTANT THAT IT IS COMPLETE OR CORRECT OR THAT IT REPRESENTS A TRUE, OR APPROXIMATELY TRUE, PICTURE OF THE SUB-SURFACE CONDITIONS TO BE ENCOUNTERED ACROSS THE PROPOSED WORK SITE. THIS INFORMATION IS SPECIFICALLY NOT PART OF THE CONTRACT DOCUMENTS. This information is available to prospective Bidders for review at the Project Consultant's office. Copies may be purchased from the Consultant. This Bidder cost is non-refundable. Before submitting his Bid, each Bidder may, at his own expense, make reasonable Work site investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the Contract Documents. Access for such investigations and tests must be reasonably coordinated with the Owner.

2.22. Child Support Order Compliance. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five (25) percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

.1 By signing the contract, the Contractor, under penalty of perjury under the laws of the State of Texas, certifies that the sole proprietor, partner, shareholder or owner of the firm is not thirty (30) or more days delinquent in providing child support.

.2 By signing the contract, the Contractor makes material representation of fact upon which reliance is placed as the Department enters into the contract. If it is later determined that the Contractor knowingly rendered an erroneous representation, in addition to other remedies available, the Department may terminate the contract for cause or default.

.3 The Contractor shall provide immediate written notice to the Department if at any time it learns that its representation was erroneous when submitted or has become erroneous by reason of changed circumstances.

City of San Antonio / Public Works
Project Name:_____
Job #_____

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	SEQUENCE NUMBER
100	MOBILIZATION	LS		$101,974	$101,974	1
101	PREPARATION OF RIGHT -OF- WAY	LS		$936	$936	2
105	CHANNEL EXCAVATION	CY	5963	$3.56	$2,228.28	3

NOTE: To help the bid tabulation process, please skip a line after the eleventh item, the twenty-second item, and after succeeding multiples of eleven.

TOTAL BID AMOUNT _____

NOTE: ***CERTIFICATION STATEMENT TO APPEAR ON LAST PAGE ONLY.***

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. *(YOUR FIRM'S NAME)* acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all the extended amounts.

Signed: _____

Title: _____

Date: _____

EXAMPLE OF BIDS PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

ITEM 3

AWARD AND EXECUTION OF CONTRACT

3.1. Right of the Owner. The Owner may make such investigations as he deems necessary to determine the ability and responsibility of the Bidder to perform the Work, and the Bidder shall furnish to the Owner reasonable information and data (including Financial Statement) for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is responsible to carry out the obligations of the Contract and to complete the Work contemplated therein.

3.2. Performance Evaluation System. The City has implemented a Contractor performance evaluation system. The evaluation will cover: accomplishment of the Project with adequate manpower, ability to meet schedule, adequacy of materials and equipment; citizen complaint response; adjacent-to-Project, property Owner relations; and attendance at public Project meetings. The Contractor's evaluation history may also be used by the City Staff as a basis for recommendations of award to the City Council.

3.3. Time for Awarding Bid. The City agrees that should the Contract be awarded, it will be awarded within ninety (90) calendar days of the Bid opening date, unless otherwise stated in the Owner's IFB.

3.4 Awarding Bid. The City shall award the Contract to the lowest responsive and responsible Bidder. The City reserves the right to reject any or all proposals and to waive technicalities in the best interest of the City.

> **.1 Determining Low Bidder.** If no additive alternates are included in the Bid, the City shall award the Contract to the lowest total Bidder. If there are additive alternates included in the Bid, the City retains the right to chose all, none, or any combination of additive alternates, regardless of order, in accepting and awarding the Contract. The City shall award the Contract to the Bidder with the lowest total bid which includes the base and any selected additive alternates.
>
> **.2 Tie Bids.** If the official total bid amount for two (2) or more Bidders is equal and those bids are the lowest submitted, each tie Bidder shall be given an opportunity to withdraw their bid. If two (2) or more Bidders do not withdraw their bids, the low Bidder shall be determined by a coin toss. If all tie Bidders request withdrawal of their bids, no withdrawals shall be allowed and the low Bidder shall be determined by a coin toss.

3.5 Construction Contract. The successful Bidder will be required to execute and return a Construction Contract prepared and supplied by the City within twenty (20) calendar days after the date appearing on the City's forwarding cover letter that transmits the Contract Documents sent by Owner to Contractor and he will further be required to commence Project Work within seven (7) calendar days after City issuance of the written Authorization to Proceed.

3.6. Bonds. The successful Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond, issued by a corporate surety company licensed to conduct business in the State of Texas, for the Contract Sum as set forth in the IFB. Substitute originals provided by the City shall be used by Contractor and his surety in submitting the actual Project Bonds to the City.

3.7. Performance Bond. Contractor hereby agrees to execute with corporate sureties and deliver to the City, at once, a "Performance Bond" from a City-approved surety in the total amount of the Contract Sum, approved by the City as to form and general sufficiency, conditioned that Contractor shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of the Contract Documents.

3.8. Payment Bond. Contractor hereby agrees to execute with corporate sureties and to deliver to the City, at once, a "Payment Bond" from a City-approved surety in an amount at least equal to the Contract Sum, such as shall be satisfactory to the City as to form and general sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the Work provided for in the Contract Documents.

3.9. Contractor and Sureties Still Bound. No assignment, transfer or subletting, without the written consent of said City, and no order of said City for or approval of any alterations or modifications in said Specifications, Plans, or Work, and no change in the requirements or order for extra work made by the City as provided in this Contract, shall ever in any manner release or diminish the responsibility of Contractor or any Surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters. If any Surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in this State, the Contractor shall within forty-five (45) calendar days furnish equivalent substitute forms of security while seeking substitute bonding, to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by the Contract, or may be liable for breach of Contract and default termination.

3.10. Certificates of Insurance. Before starting Work, the successful Bidder to whom the Contract is awarded will be required to furnish Owner with original Certificates of Insurance Coverage as set forth in Item 7 and any Special or Supplemental Conditions that may be applicable.

3.11. Workers Compensation Coverage. Prior to award of the Contract, the apparent successful Bidder shall be required to provide certificates of workers compensation coverage through a group plan or other method satisfactory to the Owner as set forth in Item 7 and the Texas Workers Compensation Commission, rule 110.110.

3.12. Execution and Approval of Contract. The contract will be approved and signed under authority of the City Council and the City Manager or designee.

3.13. Failure to Execute Contract, Bonds, Certificate of Insurance, Furnishing Ownership Information, DBE/HUB Information and the List of Quoting Suppliers and Subcontractors. Should the Bidder to whom the contract is awarded refuse or neglect to execute and file the contract, bonds, Certificate of Insurance, furnish ownership information, DBE/HUB information and the list of quoting suppliers and subcontractors within twenty (20) calendar days after written notification of the award of the contract, the bid proposal guaranty filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages. A Bidder who forfeits his bid proposal guaranty in accordance with this Article will not be considered in future bid proposals for the same work unless there has been a substantial change in design of the project subsequent to the forfeiture of the bid proposal guaranty. In addition, the City may impose sanctions against the Bidder for failure to enter into the contract or honor the bid proposal guaranty.

3.14. Beginning of Work. The Contractor shall not begin work until authorized by the Owner in writing to do so. Authorization notification will be by work project authorization.

3.15. Antitrust. The successful Bidder, by virtue of signing the contract, assigns to the City any and all claims for overcharges associated with the contract, which arise under the antitrust laws of the United States, 15 U.S.C.A., Section 1, et seq. (1973).

ITEM 4

SCOPE OF WORK

4.1. Intent of the Contract Documents. The intent is to describe a functionally complete Project (or integral component part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied by Contractor whether or not specifically called for by City or its Consultant. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Where phrases "directed by", "ordered by", "to the satisfaction of", "the Consultant" or "the City's Construction Observer/Inspector" (COI) occur, it is to be understood that the directions, orders, or instructions to which they relate are within the scope of, and authorized by the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated.

4.2. Changes in The Work. The Contract Sum and/or the Contract Time may be increased or decreased only by written Field Alteration. A Field Alteration signed by the Contractor indicates his acceptance and approval thereof including the adjustment in the Contract Sum and/or the Contract Time. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract and applicable law consisting of additions, deletions or other revisions and the Contract Sum and/or the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by written Field Alteration and shall be performed by Contractor under the applicable provisions of the Contract Documents.

.1 Major Changes In The Work. Any significant change in a Major Bid Item constitutes a major change in The Work and shall be implemented by a Field Alteration that shall be binding on the Owner and Contractor. A significant change shall be defined as follows:

a. An increase or decrease of five (5) percent or more in the number of units of each Major Bid Item as included in the Consultant's estimated quantities included in the Bid Documents;
b. An increase or decrease of five (5) percent or more in the dollar value of a lump sum, Major Bid Item.

Any change in the Contract Sum resulting from a major change in the work, which reflects among other things, quantity changes, market price changes, and any quantity/volume discounts that might apply, shall be determined as specified in Article 9.3.

.2 Minor Changes In The Work. The City's "COI" will have authority to order minor changes in the Work <u>not</u> involving an adjustment in the Contract Sum or Contract Time and <u>not</u> inconsistent with the intent of the Contract Documents. Such changes shall be implemented by a written directive and shall be binding on the Owner and Contractor. The Contractor shall carry out any undisputed written directive promptly.

a. If the Contractor does not agree with the City's "COI" that a minor change in the work will result in no adjustment in Contract Sum or Contract Time, he must so notify the Owner in writing within seven (7) calendar days of issuance of the written directive.

.3 If the City's "COI," Consultant, Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Sum or any extension or reduction of the Contract Time that should be allowed as a result of a disputed written directive or Field Alteration, the Contractor shall perform the disputed Work as requested by the Owner and a Contractor claim may be made.

4.3. Extra Work. Changes or Credits for the Work covered by an approved Field Alteration shall be determined by the method described in Articles 9.4 and 9.5.

4.4. Limit to Extra Work. The entire cost of extra Work resulting from Field Alterations including the incremental cost of extra Work resulting from any prior Field Alterations, modifications, or additions so ordered, shall not cumulatively exceed twenty-five (25) percent of the original Contract Sum, and provided further that the price is agreed upon in writing by Owner and Contractor before materials are furnished or the Work is done.

4.5. Maintenance of Traffic. The Contractor shall do such work as may be necessary to provide and maintain detours and facilities for safe public travel in accordance with the Traffic Control Plan and these specifications. There shall be provided and maintained in passable condition, as specified under Articles 7.7 and 7.10, such temporary roads and structures as may be necessary to accommodate public travel. Temporary approaches and crossings of intersecting highways shall be provided and maintained in a safe and passable condition by the Contractor at his expense. The Contractor will be responsible for the cost of normal maintenance of detours constructed under this contract. Any maintenance required to repair deterioration of the pavement structure due to faulty design will be at the expense of the City.

.1 The City will be responsible for the cost of maintenance of existing streets, roadways or traffic control devices that are required to be used for detours or handling traffic, regardless of whether they are within or outside the project limits. Other existing streets, roadways or traffic control devices, which are damaged by the Contractor's operations, will be maintained and repaired by the Contractor at his expense.

4.6. FinalCleanup. The Contractor shall at all times keep the Project premises safe and free from accumulation of waste materials or rubbish caused by the Work under this Contract.

.1 Final Inspection. Upon completion of the Work and prior to the Owner's final inspection, the Contractor shall present the premises in a neat and clean condition, prepared for acceptance by Owner.

.2 Restoration of Project Site. Prior to final acceptance of the Work, the Contractor shall reasonably restore the Project site to its pre-Project condition (accounting for such restoration concerns as, but not limited to, cosmetic appearance, landscaping, drainage gradients, accessibility) to the extent permitted by the Project improvements. All of this incidental Work to be performed by Contractor to the satisfaction of the City's "COI."

4.7 Disputes. Prior to any anticipated litigation between the Owner and the Contractor, both hereby agree that disputed matters shall first be submitted to Owner administrative appellate procedures as described below:

.1 Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual agreement shall be initially decided by the Owner (as represented by the decision of the Director of Public Works) who shall reduce his decision to writing and promptly mail or otherwise furnish a copy thereof to the Contractor. The decision of the Owner shall be final and conclusive unless within thirty (30) calendar days from the date of issuance of such decision by Owner the Contractor mails or otherwise furnishes to the Owner a written notice of appeal addressed to the City Manager, City of San Antonio, whose appellate decision on behalf of the City shall be the final and conclusive City decision. In connection with any appeal under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of the appeal to persons to be promptly appointed by the City Manager to review such disputed matters. The City department sponsoring the Project will also be allowed to present information supporting Owner's position.

.2 Pending final City Manager decision after a dispute hearing, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the City Manager's decision. Neither the City or the Contractor is precluded from resorting to litigation or other remedy at law or in equity to perfect a legal filing prior to the expiration of an applicable statute of limitations or after the Owner's administrative review process is completed.

4.8. Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Contract Sum prior to final Contract Settlement, he shall give the Owner written notice thereof with a simultaneous information copy to the Consultant within sixty (60) calendar days after the Contractor knows, or should have

known, of the events giving rise to such Contractor claim. This notice shall be presented in writing to the Owner and Consultant by the Contractor before proceeding to execute the disputed Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 7.7.4. No such Contractor claim shall be valid unless the Contractor follows the procedure outlined herein. If the Director of Public Works and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, if any, it shall be determined by administrative procedures as provided below. Any change in the Contract Sum resulting from such claim shall be authorized by Field Alteration.

.1 If the Contractor claims that additional cost will be incurred because of, but not limited to, (1) any written Owner or Consultant interpretation of the Contract Documents, (2) any order by the Owner to stop the Work pursuant to Article 8.6 where the Contractor was not at fault, (3) any written order involving a perceived minor change in the Work issued pursuant to Article 4.2.2, the Contractor shall make such claim.

4.9. Use of Materials Within the Right-Of-Way. The Contractor, with the approval of the City's "COI" and Consultant, may use in the Work any suitable stone, gravel, or sand found in the excavation that otherwise meets or exceeds Contract Specifications. The Contractor shall not over excavate any material from within the right-of-way, which is not within the excavation limits, if any, as may be indicated by the lines and grades, without written authorization from the Director of Public Works.

4.10. Salvageable Material. Salvageable material as determined by the Specifications or the City's "COI" shall remain the property of the City and shall be relocated and stored by Contractor as directed by the City's "COI" provided that such relocation and storage does not increase the Contract Sum to Owner. Otherwise, Owner and Contractor may negotiate a Field Alteration to accomplish same.

ITEM 5

CONTROL OF THE WORK

5.1 Plans and Specifications. The plans and the accompanying specifications are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cumulative and complementary and to provide for a complete Work. In cases of disagreement, figured dimensions shall govern over scaled dimensions, detailed Plan Drawings and accompanying notations shall govern over General Plan Drawings, Specifications shall govern over Plan Drawings, and Special Conditions Provisions shall govern over Specifications and Plan Drawings.

5.2 Conformity with Plans, Specifications and Special Provisions. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, details, gradations, physical and chemical characteristics of materials in accordance with tolerances shown on the plans or indicated in the specifications and special provisions. The limits establishing reasonably close conformity will be as defined in the respective items of the contract or if not defined, as determined by the Engineer.

.1 In the event the Engineer finds the work performed or the materials used are not within reasonably close conformity with the plans, specifications and special provisions, the affected material or product shall be removed and replaced or otherwise satisfactorily corrected by and at the expense of the Contractor.

.2 Any deviations from the plans and approved working drawings will be made only with the approval of the Engineer.

5.3. Plans and Specifications at the Work Site. The Contractor shall maintain at the Work site at least one copy of all Plans Specifications, Addenda, approved Shop Drawings and Field Alterations, in good order and marked to record all changes to the Plans and/or existing physical conditions made during construction.

5.4. Superintendent. The Contractor shall keep on-site a competent Superintendent or his designee and any necessary assistants for the duration of the project, all satisfactory to the Director of Public Works. Any Superintendent designee shall be identified in writing to the Director promptly after Owner-issued written Authorization to Proceed. The Superintendent or his designee shall represent the Contractor and all directions given to him shall be binding. Other Oral directions from the City representatives involving critical situations or Work elements shall be immediately confirmed in writing by Owner to the Contractor. Other oral directions shall be confirmed by Owner on written request in each case. The Contractor shall give sufficient supervision to the Work using his best skill and attention.

5.5. Construction Staking and Layout.

.1 The owner will have appropriate Temporary Bench Marks (TBM) and baseline (horizontal and vertical) established. As of the date of the notice to proceed, it will be the Contractor's responsibility to protect, preserve and reestablish (if required) the TBM and/or baseline. Construction staking and tolerances shall be in accordance with the "Manual of Practice for Land Surveying in the State of Texas Category 5."

.2 The contractor shall layout his work from established baseline and TBM indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for maintaining and preserving baseline and TBM indicated on the drawings for duration of construction. If such marks are destroyed, the Contractor shall replace them at his own expense. At the end of Construction of the project, the Contractor shall provide the City a grade certificate prepared by a Registered Professional Land Surveyor. This certificate should state that the infrastructure is constructed in accordance to the construction documents or as approved by the owner and Engineer of Record, which are noted on the record plan set.

5.6. Authority and Duties of Inspectors. Inspectors will be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used. An Inspector will be assigned to the work by the Engineer and will report to the Engineer as to the progress of the work and the manner in which the work is being performed. The Inspector will also report to the Engineer whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract and call the attention of the Contractor to any such failure or other infringement. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector will have the authority to reject materials or suspend work on the operation or materials in dispute until the question at issue can be referred to and decided by the Engineer. The Inspector will not be authorized to revoke, alter, enlarge or release any requirement of these specifications, nor to approve or accept any portion of work, nor to issue instructions contrary to the plans and specifications. The Inspector will in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work.

5.7. Inspection. The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation/inspection of the Work by the duly authorized representative of the Owner. The Consultant and the Owner may make visits to the site at intervals appropriate to the various stages of construction to observe the progress of the executed Work and to determine, in general, if the Work is proceeding in general accordance with the Contract Documents.

.1 Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Consultant's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will generally conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Owner informed of the progress of the Work and will endeavor to guard Owner against obvious defects and deficiencies in the Work which is the responsibility of the Contractor to prevent and/or cure.

.2 No Approval of any phase of the construction Project by any of the City's representatives or observer/inspectors shall relieve the Contractor from full compliance with the Contract Documents regarding the ultimate Work product. Any additional cost, damages, or delays occasioned by patent or latent defects in the Work, and/or failure to meet the requirements of the Contract Documents, at any Project phase, shall be borne by the Contractor.

5.8. Final Acceptance. Final Inspection and acceptance of the Project will be considered only after all stipulations, requirements and provisions of this Contract are faithfully completed and the Project is delivered to the City by Contractor in an acceptable condition for the intended use by Owner. In the event that all major Contract pay items are complete and only minor clean-up operations remain for Contract completion, the Director of Public Works has the discretionary authority to issue a Letter of Conditional Approval. Should the Director's Letter of Conditional Approval contain conditions for the final Acceptance of the Work, Contract Time will continue to be charged against the Contractor until such conditions have been corrected to the satisfaction of the Director of Public Works.

5.9. Federal Inspection. When the United States Government is to pay a portion of the cost of the work covered by the contract, the work will be subject to inspection by United States Government representatives. Such inspection will in no sense make the United States Government a party to the contract.

5.10. Removal of Defective and Unauthorized Work. All work, which has been rejected as being in nonconformance with the plans and specifications, shall be remedied or removed and replaced in an acceptable manner by the Contractor at his expense. Work done beyond the lines and grades given or as shown on the plans, except as herein provided, or any extra work done without written authority will be considered as unauthorized and done at the expense of the Contractor and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Article, the Engineer will have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and the cost thereof may be deducted from any moneys

due or to become due to the Contractor.

5.11. Record Drawings. Before final payment to the Contractor, the Contractor who has control of the Work and is in a position to know how the Project was constructed, shall submit to the Consultant a set of clearly marked Plans and related documents suitable for Consultant's use in preparing Owner's final "Record Drawings" on reproducible mylar for the City's permanent file.

5.12. Partial Acceptance. Partial acceptance by Owner for beneficial occupancy of any completed part of the Work, which has specifically been identified in the Contract Documents as being eligible for early Owner Acceptance, or which Owner, Consultant and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Final Acceptance of the total Work subject to the following:

.1 Owner may at any time request to the Contractor in writing to permit Owner to beneficially occupy any such part of the Work, which Owner believes to be, ready for its intended use, substantially complete and ready for Final Acceptance. If Contractor agrees, Contractor will certify to Owner and Consultant that said part of the Work is substantially complete and request City to issue a Letter of Conditional Approval or Final Acceptance for that part of the Work. Within a reasonable time after either such request, Owner, Contractor and Consultant shall make an inspection of that part of the completed and Finally Accepted Work to determine its status of completion.

.2 Owner may at any time request Contractor in writing to permit Owner to take over operation of any such Owner part of the Work although it is not Substantially Complete. A copy of such request will be sent to the Consultant and within a reasonable time thereafter, Owner, Contractor and Consultant shall make an inspection of that part of the Work affected by the request to determine its status of completion and will jointly prepare a list of the items remaining to be completed or corrected before Final Acceptance. If Contractor does not object in writing to Owner and Consultant that such part of the Work is not ready for separate operation by Owner, or that separate operation by Owner will significantly interfere with Contractor's remaining operations, Owner will finalize the list of items to be completed or corrected and will deliver such list to Contractor together with a written recommendation as to the division of responsibilities pending Final Acceptance with respect to security, operation, safety, maintenance, utilities, insurance, and retainage for that part of the Work taken over for operation by Owner. During such operation, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

ITEM 6

CONTROL OF MATERIALS

6.1. Sources of Supply and Quality of Materials. The source of supply of each of the materials shall be approved by the Engineer before delivery is started and at the option of the Engineer, may be sampled and tested for determining compliance with the governing specifications by the Engineer before delivery is started. If it is found after trial that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. All materials being used are subject to inspection or test at any time during preparation or use. Any material which has been tested and accepted at the source of supply may be subjected to a check test after delivery and all materials which, when retested, do not meet the requirements of the specifications, will be rejected. No material, which after approval, has in any way become unfit for use shall be used in the work. If, for any reason, the Contractor selects a material which is approved for use by the Engineer by sampling and testing or other means, and then decides to change to a different material requiring additional sampling and testing for approval, the expense for such sampling and testing may be deducted from any moneys due or to become due to the Contractor.

.1 Warranties or Guarantees. If the normal trade practice for manufacturers is to furnish warranties or guarantees for the materials and equipment specified herein, the Contractor shall turn the guarantees and warranties over to the Engineer for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful Bidder.

.2 Buy America. All manufacturing processes for steel or iron materials or for applying a coating to steel or iron materials (coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the steel or iron material) incorporated into the finished project must occur in the United States except (a) The requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed one-tenth of one (0.1) percent of the total contract cost or $2,500, whichever is greater; and, (b) When shown on the plans, steel or iron products or application of a coating to steel or iron materials (coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the steel or iron material) will have alternate bid items for foreign materials.

a. All manufacturing process are defined as all process required to change the raw ore or scrap metal into the finished, in-place steel product. The Contractor shall furnish, to the Engineer, certified mill test reports on the base metal and producer's certifications on all subsequent manufacturing processes stating compliance with the applicable specification(s) and that all manufacturing processes occurred in the United States. Producer's certifications shall bear the notarized signature of a responsible authorized representative of the producer

.3 Nonhazardous Recyclable Materials (NRMs). Hazardous recycled materials will not be allowed as replacement materials in TxDOT specification items. Use of Nonhazardous Recyclable Materials (NRMs) is allowed and sources of such materials will be considered by the Engineer in the same manner as other sources submitted for approval by the Contractor unless the specification for that item of work includes specific instructions regarding use of such NRMs. If the material contains constituents not normally found in the virgin material it is replacing, the Contractor must establish to the satisfaction of the Engineer that these constituents will not adversely affect the performance of the item of construction, threaten the waters of the state, cause a nuisance, or endanger human health and/or welfare.

a. The Contractor shall also determine if NRMs being used are regulated under 30 Texas Administrative Code (TAC) Chapters 312, 330, 332, 334, or 335 and shall be responsible for complying with all general prohibitions, notification requirements, and shipping and reporting requirements stipulated therein.
b. The Contractor shall furnish to the Engineer a written certification sealed by a Texas Licensed Professional Engineer that the NRMs are used in accordance with TxDOT requirements as stipulated in the DMS 11000, "Guidelines for Evaluating and Using Nonhazardous Recyclable

Materials (NRMs)." Certain NRMs routinely in use in TxDOT construction and maintenance projects including crushed concrete, reclaimed asphalt pavement (RAP), fly and bottom ashes from electrical utility plants, ground granulated blast furnace slag, cement, tire rubber, plastics, ceramics, and glass are exempt from TxDOT's certification requirements, as long as the NRMs have not come in contact with hazardous materials. Materials that are TxDOT property are also exempt from the certification requirements.

c. The City reserves the right to review the analytical data for any NRM and to perform verification tests, as desired.

6.2. Material. Unless otherwise specified, all materials incorporated in the permanent Work shall be new, and both workmanship and materials shall be of good quality in accordance with Specifications. The Contractor shall, if required, furnish satisfactory evidence as to the supply or manufacture, and quality of materials supplied.

6.3. Disposal, Recycling, and Reuse of Construction Materials and Waste. The Contractor shall be responsible for quantifying volumes and identifying reuse, recycling, or disposal locations of all materials removed from the construction site, including soil, rock, gravel, excavation spoils, construction debris, and contaminated materials through the use of trip tickets, manifests, or other methods, as appropriate for the type of material. Where the material has been identified in the Plans and Specifications or is suspected to be contaminated by hazardous waste, toxic waste, petroleum storage tank waste, or other regulated material, the contractor shall appropriately characterize the material for disposal, reuse, or recycling at a Texas Commission on Environmental Quality (TCEQ) and City-approved facility prior to removal from the project site. The City reserves the right to devise and require use of certification forms in this regard. The City encourages reuse and recycling of materials, where applicable. The Contractor shall also be responsible for the safe and proper reuse and recycling of materials in accordance with all federal state, and local regulations, when reuse or recycling is appropriate. The City retains the right to require the Contractor to provide evidence to the City's satisfaction that all waste materials have been disposed of at an approved landfill, or as legally appropriate. No waste material shall be deposited in any natural drain, creek, river or other water course. Reclamation of low areas may be performed only with the approval of the Director of Public Works. The Contractor shall, as directed by the Inspector, remove at the Contractor's own expense any fill that is blocking drainage which fill blockage has resulted from the Contractor's operations.

6.4. Sampling, Testing and Inspection. All materials, before being incorporated in the work, shall be inspected, tested and approved by the Engineer, and any work in which materials are used without prior test and approval or written permission of the Engineer may be ordered removed and replaced at the Contractor's expense. Sampling and testing of all materials proposed to be used will be made by the Engineer. The selection of the method of test will be designated by the City. Where tests are required, other than those made in the laboratory, for the purpose of control in the manufacture of a construction item, the Contractor shall be required to furnish such facilities and equipment as may be necessary to perform the tests and inspection and shall be responsible for calibration of all test equipment required. When requested, the Contractor shall furnish a complete written statement of the origin, composition and/or manufacture of any or all materials that are to be used in the work. If the Contractor chooses to use materials or products requiring inspection and approval at the point of manufacture or source and such inspection will require abnormal expense, i.e., out of the contiguous forty-eight United States, the additional expense of such inspection over the normal cost of such services will be borne by the Contractor and will be deducted from any moneys due or to become due to the Contractor.

.1 Special 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. Upon Owner-authorized direction of the Consultant, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. Should the material or Work fail to comply with the requirements of the Contract Documents, the Contractor shall bear all costs of the special testing, inspection or approval as well as the cost of replacement of any unsatisfactory material or Work, otherwise, should the Work prove not defective, the Owner shall bear such costs and an appropriate Field Alteration shall be issued. The costs of routine testing shall be borne by the Owner.

.2 Pretested Materials. Subject to conditions established in a written agreement between a supplier and Engineer, pretested and approved materials may be incorporated into the work.

6.5. Plant Inspection and Testing. If the volume of the work, construction progress and other considerations warrant, the Engineer may undertake the inspection of materials at the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

.1 Plant inspection will be undertaken only upon the following conditions:

a. The cooperation and assistance of the Contractor and the producer with whom he has contracted for materials is assured;
b. The representative of the Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials ordered;
c. When required by the Engineer, the material producer shall furnish an approved weatherproof building for the use of the Inspector. The building shall be constructed or furnished near the plant, at a location acceptable to the Engineer and may be either an independent structure or, if a portion of the structure is used by the material producer, the City office or laboratory area shall not interconnect with material producer utilized rooms. Access to the office or laboratory shall be by direct outside entrance, controlled by the Engineer. The building shall be adequately lighted, heated, air conditioned and ventilated. Adequate rest room facilities shall be provided;
d. The Contractor shall be responsible for furnishing and calibrating scales, measures and/or other equipment as may be required by the Engineer for the inspection of materials;
e. Materials produced under City inspection shall be for City use only unless released in writing by the Engineer; and,
f. In those cases where inspection of any item is requested for periods other than daylight hours, the inspection shall be provided under the following conditions: (a) Continuous production of materials for City use is necessary due to the production volume being handled by the plant; and (b) The lighting provided by the plant is approved by the Engineer to be adequate to allow satisfactory inspection of the material being produced.

6.6. Shop Drawings and Samples.

.1 Contractor shall reasonably check and verify all field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit (in accordance with the Contractor's schedule of Shop Drawing submissions submitted to the Owner and Consultant for information purposes), to Consultant for review and approval or for other appropriate action, five (5) copies, of all Shop Drawings bearing a stamp or specific written indication that Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to his review of his submission. All Contractor submissions will be clearly identified as required by the Consultant. The Contractor data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Consultant to review the information.

.2 Contractor shall also promptly submit to Consultant for review and approval any Samples required by the Contract Documents. All Samples will be accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission, identity of materials, suppliers, and other pertinent data such as catalog numbers, and use for which intended.

.3 Before Contractor's submission of each Shop Drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

a. At the time of each Contractor submission, Contractor shall give Consultant specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific Contractor notation to be made

on each Shop Drawing submitted to Consultant for review, approval, or other appropriate action highlighting each such variation.

b. Shop drawings for alternate designs not shown in the plans shall be reviewed and approved by the Engineer and shall not be implemented without an approved Field Alteration.

c. Consultant will review, approve, or take other appropriate action with the Shop Drawings and samples with reasonable promptness so as to cause no delay in the Work. Consultant's review, approval, or other appropriate action regarding Contractor's submissions will be only to check conformity with the design concept of the Project and for compliance with the information contained in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate component item will not indicate approval of the assembly into which the item is functionally integrated. Contractor shall make corrections required by Consultant, and shall return the required number of corrected copies of Shop Drawings to the Contractor. Contractor may be required to resubmit as required revised Shop Drawings or Samples for further review and approval. Contractor shall direct specific attention in writing to any new revisions not specified by Contractor on previous Contractor submissions.

.4 Consultant's review, approval, or other appropriate action regarding Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Consultant's attention to each such variation at the time of submission as required by Article 6.6.2.b and Consultant has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Consultant relieve Contractor from responsibility for Contractor errors or omissions in the Shop Drawing submissions or from Contractor's responsibility to comply with the provisions of Article 6.6.2.c.

.5 Where Consultant requires by written request an approved Contractor Shop Drawing or Sample, any related Work performed by Contractor prior to Consultant's review and approval of the affected submission will be at the risk of Contractor.

6.7. Storage of Materials. Materials shall be so stored as to insure the preservation of quality and fitness for the work. When considered necessary by the Engineer, the materials shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. The materials shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection. When approved by the Engineer, selected materials or products may be pretested and approved for use, provided they are stored in an area meeting the requirements set forth by the Engineer.

6.8. Imported Fill Material. The Contractor shall provide to the City the name and location of the borrow source for all fill materials imported to the construction site, including, but not limited to, rock, gravel, sand, soils, select fill, topsoil, etc. The City reserves the right to reject any proposed imported fill materials considered not acceptable by the City due to the physical or environmental nature of the material. The Contractor shall provide documentable evidence, to the City's satisfaction, as to the source, quantity, and quality of the fill material in the form of trip tickets, manifests, receipts, analytical results, etc., as required by the City. The City reserves the right to secure such information on a form devised by the City and require the Contractor's certification in this regard

6.9. Defective Materials. All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the Engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material. Upon refusal on the part of the Contractor to comply with any order of the Engineer made under the provisions of this Item, the Engineer will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

6.10. Hazardous Materials. Materials imported to the project shall be free of any hazardous material as defined in Item 1, "Definition of Terms."

.1 Materials Existing On Work Site. When the Contractor encounters existing materials on sites owned or controlled by the City or in required material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer.

.2 Materials Delivered To Work Site. When materials delivered to the project are suspected by visual observation or smell to contain hazardous materials as defined in Item 1, they shall be sampled and analyzed to the Engineer's satisfaction to confirm the materials suitability for use. When materials delivered to the project are found to be unsuitable for use, the material shall be removed and disposed of by the Contractor. The testing for and removal or disposition of such hazardous materials delivered to the project by the Contractor shall be at the Contractor's expense. No suspending of the "Time Charges" and no extensions of working time will be granted to the Contractor resulting from hazardous material, which he has delivered.

.3 Indemnify. The Contractor shall indemnify and save harmless the City and its representatives, for the generation and/or disposition of hazardous materials generated by the Contractor on all work done by the Contractor on City owned or controlled sites. Further, the Contractor shall indemnify and save harmless the City and its representatives from any liability or responsibility arising out of the generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the City. Should the City be required to make any payments or pay any costs or fees or make restitution as a result of the Contractor's actions, the Contractor shall reimburse the City for any and all payments of moneys.

.4 Regulations. The rules, regulations, policies, procedures, standards, applications and reports of the various State agencies including but not limited to the Texas Commission on Environmental Quality (TCEQ), the Railroad Commission (RRC), and of the applicable federal departments and agencies including but not limited to the Environmental Protection Agency (EPA), Department of Energy (DOE), DOT and OSHA shall apply to all operations of the Contractor, including but not limited to the following: sampling, characterization of waste, transportation of waste, recycling and disposal.

6.11. Construction Loads on Structures. Construction loads on structures, which will remain in service by the traveling public during or after completion of the project, for the purpose of performing construction operations, such as cranes erecting beams in adjacent spans, may be allowed if necessary. Prior to any operation which may require placement of such equipment of a bridge, the Contractor shall prepare and submit for approval detailed erection analyses, prepared by a Registered Professional Engineer.

.1 The erection analyses shall include all axle loads, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on such tires and/or outrigger for all planned movements, swings, or boom reaches. The City will make available to the Contractor any available plans and material reports for the existing structure. The analyses shall demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

6.12. Hauling of Divisible Materials Paid for by Weight or Truck Measure. Any vehicle, truck, truck-tractor, trailer or semi-trailer or combination of such vehicles, when used to deliver materials to a project, shall comply with the State laws concerning the legal gross and axle weights. If the vehicle or combination has a valid yearly overweight tolerance permit which allows small percentages over legal gross and axle weights, such tolerance is also applicable to delivery of materials to a project. However, such tolerance is not applicable to the Interstate System of Highways.

.1 The Contractor shall provide to the Engineer, upon demand, all copies of the yearly overweight tolerance permits for any vehicle to be used to deliver materials to a project.

.2 The Contractor shall request, in writing to the Engineer, permission to haul overweight divisible loads within the limits of a project for hauling routes on which the traveling public is excluded. If, after evaluation by the City, no damage or overstresses in excess of those normally allowed for overweight loads will result to roadbeds or structures which will continue in use after project completion, permission

will be granted.

.3 When hauling overweight divisible loads within the limits of a project which exceed the legal loads allowed by State law, including yearly overweight tolerance permit, the loads must be hauled such that only a single vehicle is on any span or continuous unit at one time. Barricades, fences, or other positive method shall be used to prevent other vehicles from access to any bridge at the time the overweight divisible load is on any span or continuous unit, which is being used as part of a haul route.

.4 When divisible loads are hauled such that the haul route is accessible to the traveling public, and haul tickets are issued and used for payment purposes, the net weight of the load for acceptance purposes under this Item shall be as follows:

a. If the gross vehicle weight is less than the maximum allowed by State law, including any applicable yearly overweight tolerance permit, the net weight of the load shall be determined by deducting the tare weight of the vehicle from the gross weight.
b. If the gross vehicle weight is more than the maximum allowed by State law, including any applicable yearly overweight tolerance permit, the net weight of the load shall be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

.5 When divisible loads are hauled such that the haul route is not accessible to the traveling public, advance permission is obtained in writing from the Engineer, and haul tickets are issued and used for payment purposes, then the net weight of the load for acceptance purposes under this Item shall be as follows:

a. If the gross vehicle weight is less than the maximum overweight allowed by advance written permission from the Engineer, the net weight of the load shall be determined by deducting the tare weight of the vehicle from the gross weight.
b. If the gross vehicle weight is more than the maximum overweight allowed by advance written permission from the Engineer, the net weight of the load shall be determined by deducting the tare weight of the vehicle from the maximum overweight allowed.

.6 Continued overloading in excess of the maximums described in Article 6.12.4.b and Article 6.12.5.b will be grounds for rejection of such load and/or suspending hauling operations until the Engineer is satisfied that only loads not exceeding the maximums are hauled.

.7 Any bridges which are load posted, which will remain in service by the traveling public during or after the completion of the project, that are proposed to be used as a portion of a haul route, will be evaluated by the City for structural capability to handle the proposed hauling loads. These bridges will be subject to the same maximum stress limitations, as would any non-load posted bridge.

.8 The Contractor shall furnish a certified tabulation of measurements, tare weights and allowable legal gross weight calculations for all trucks, etc., prior to their use on the project. Each truck shall be identified by a permanent and plainly legible number located on the truck and on the bed of the truck and/or trailer. When the specifications establish measurement of and payment for materials by truck measurement, the Engineer may require the weighing of the various types of loaded vehicles used by the Contractor to transport the material. This weight will be used to determine the maximum volume of the material being hauled that each type of vehicle may transport. The cost of such weighing shall be considered subsidiary to the pertinent bid item.

.9 The above requirements are applicable to vehicles hauling materials over existing roadbeds and structures within the project limits where the roadbeds or structures will continue in use after project completion, except as controlled by specifications and special provisions in the contract. The requirements do not apply to the transportation of materials from a borrow or base source, concrete plant, asphalt plant, etc., where the haul route does not require travel over public roads outside the project limits or existing roadbeds or structures within the project limits that will continue in use after project

completion.

6.13. Construction Traffic on Structures. Construction traffic on existing bridges and culverts outside the limits of a project shall be subject to the same maximum size and weight limitations as any other vehicle, which has no connection to the project. Overweight permit requests shall be handled through normal methods for all non-divisible loads delivering materials to the project.

.1 Construction traffic on bridges and culverts within the limits of a project, including any structures under construction, which will remain in service by the traveling public during or after the completion of the project, shall be subject to the same size and weight limitations as structures outside the limits of the project.

.2 Construction equipment and vehicles which exceed size and weight limitations, including applicable yearly overweight tolerance permits, may be authorized to cross structures provided the Contractor requests, in writing to the Engineer, permission to move such construction equipment across structures within the project limits. If, after evaluation by the City, no damage or overstresses in excess of those normally allowed for overweight loads will result to roadbeds or structures which will continue in use after project completion, permission may be granted. These same provisions shall apply to any load posted highway or bridge.

.3 Where a detour is not readily available or economically feasible to use, an occasional crossing of a structure outside the project limits with overweight equipment may be allowed for relocating equipment only, but not for hauling divisible material, provided a structural analysis of the structure using the exact equipment in question indicates that no damage or overstresses in excess of those normally allowed for overweight loads will result to roadbeds or structures which will continue in use after project completion. This structural analysis will be performed by the City, or at the option of the Contractor, a structural analysis shall be prepared by a Registered Professional Engineer, using the exact equipment in question. When the City performs the structural analysis, the Contractor shall notify the City, in writing, sufficiently in advance of the anticipated crossing and the Contractor shall furnish the manufacturer's certificate of equipment weight, including the weight distribution on the various axles and including any additional parts such as counterweights. Temporary matting and/or other requirements may be imposed by the Engineer when an occasional crossing is allowed.

.4 The Contractor shall be responsible for protection of existing bridges and other structures, which will remain in use by the traveling public during and after the completion of the project. Any such structure damaged by the use of construction equipment shall be restored to its original condition or replaced by the Contractor. Additional temporary fill may be required by the Engineer for protection of certain structures.

ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

7.1. Laws to be Observed. The Contractor in the performance of the Work shall comply with all pertinent Ordinances of the City of San Antonio, Laws of the State of Texas and of the United States, including Rules and Regulations of the United States Department of Labor, pertaining to Occupational Safety and Health Administration standards as presently existing or as may hereinafter be modified or amended.

.1 Where construction projects cross or run along state highways, the Contractor shall comply with governing TxDOT Regulations as outlined in State Permits for each crossing. In cases where State Regulations do not apply, City Regulations shall be binding.

7.2. Permits, Licenses, and Taxes. The Contractor shall procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the City and specified by Articles 7.3 and 7.19.

.1 State Sales Tax. The Owner qualifies for exemption from state and local sales tax and will furnish the Contractor with a tax exemption certificate. It is the Contractor's responsibility to claim exemption from payment of applicable state and local sales taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contract separates the cost of materials and tangible equipment from skill, labor and other associated costs of construction. This is in accordance with the Texas Tax Code to allow tax exemption on the Contract Price for materials. Certain construction equipment that is owned or rented by the CONTRACTOR may be subject to State and Local Sales Tax.

7.3. Royalties and Patents. The Contractor shall pay all royalties and license fees, and defend all suits or claim for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such royalties and license fees and loss when a particular design or process, or the product of a particular manufacturer or manufacturers is specified; provided, however, if the Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, he shall be responsible for such royalties, license fees and loss unless he promptly gives such information to the Owner.

7.4. Prevailing Wage Rate. This Contract, in full compliance with the Texas Government Code, Chapter 2258, requiring that not less than the general prevailing wage rate (basic hourly and fringe, if applicable) for Work of a similar character, as has been established by the Davis-Bacon wage rate and City Council, a copy of which wage rates and administrative policies is incorporated into the Supplemental General Conditions, shall be required.

.1 Penalty. In further compliance with the Texas Government Code, Chapter 2258, the Contractor shall forfeit as a penalty to the City the sum of Sixty Dollars ($60.00) for each laborer, workman, or mechanic employed, for each day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract, whether by the Contractor himself, or any first tier Subcontractor or subtier Subcontractor working under the Contractor.

7.5. Insurance:

.1 Prior to commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed Certificate(s) of Insurance to the CITY's Public Works Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The CITY shall have no duty to pay or perform under his CONTRACT until such certificate shall have been delivered to the CITY's Public Works Department and the City Clerk's Office, and no officer or employee, other than the CITY's Risk Manager, shall have

authority to waive this requirement.

.2 The CITY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the CITY allow modification whereupon the CITY may incur increased risk.

.3 A CONTRACTOR's financial integrity is of interest to the CITY, therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company and/or otherwise acceptable to the CITY, in the following Types and amounts:

TYPE	AMOUNT
a. Worker's Compensation and Employer's Liability	Statutory $500,000/$500,000/$500,000
b. Commercial General (Public) Liability Insurance include coverage for the following: 1. Premises/Operation 2. Independent Contractors * 3. Products/Completed Operations 4. Personal Injury 5. Contractual Liability 6. Explosion, Collapse and underground Property Damage * 7. Broad Form Property Damage, to include Fire Legal Liability *	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent with a $2,000,000 Aggregate
c. Business Automobile Liability 1. Owned/Leased Automobiles 2. Non-owned Automobiles 3. Hired Automobiles	Combined Single Limit for Bodily Injury and Property Damage: $1,000,000 per occurrence or its Equivalent
d. Motor truck carriers pollution liability including cleanup costs	$5,000,000
e. Contractor's Pollution Liability - Including Clean Up	$1,000,000
f. Payment/Performance bond	$(Amount of Contract)

.4 The Contractor shall be liable for the first tier Subcontractors' insurance coverage appropriate to their scope of Work given the above guidelines, and in the event a first tier Subcontractor is unable to furnish insurance in the limits required by the Contractor, the Contractor shall endorse the first tier Subcontractor as an Additional Insured on the applicable Contractor policies. Contractor shall be responsible for obtaining Certificates of Insurance from the first tier Subcontractor, and upon request furnish copies to the Owner.

.5 The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusion (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the CITY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

.6 CONTRACTOR agrees that with respect to the above required insurance; all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

* Name the CITY and its officers, employees, volunteers and elected representatives and additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

* The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio; and

* Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

.7 CONTRACTOR shall notify the CITY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than thirty (30) calendar days prior to the change, or ten (10) calendar days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at the following address:

CITY OF SAN ANTONIO
Public Works Department
P. O. Box 839966
San Antonio, Texas 78283-3966

CITY OF SAN ANTONIO
City Clerk's Office
P. O. Box 839966
San Antonio, Texas 78283-3966

.8 If CONTRACTOR fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of CONTRACTOR to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order CONTRACTOR to stop work hereunder, and/or withhold any payment(s) which become due, to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subconstractors' performance of the work covered under this agreement.

.9 The Contractor shall be required to provide workers compensation coverage through a group plan or other method satisfactory to the city for each employee of the Contractor employed on the Project. The Contractor shall provide all required certificates of coverage for all persons providing services on the project, in accordance with the Texas Workers Compensation Commission, Rule 110.110 (e) (1). The Contractor will be required to:

a. Provide coverage and certificates of coverage for all his employees.
b. Obtain and provide the City all required Certificates of Coverage for all persons providing services on the Project.
c. Notify the City in writing, by certified mail or personal delivery, within ten (10) calendar days after changes that materially affects any provisions of the coverage.
d. Post notices on each project site, and contractually require all subcontractors to do the same.

7.6. Restoration of Surfaces Opened by Permit. The Contractor shall not allow any party to make an opening in the highway unless a duly authorized permit signed by the Public Works' Right-of-Way Division is presented. Until the acceptance of the work, the Contractor shall make all necessary repairs in the roadway where openings have been made by due authority. Such repair work will be performed in accordance with Article 4.5.

7.7. Public Safety and Convenience

.1 Contractor's Safety Program. The Contractor shall be responsible for implementing, maintaining and supervising safety precautions and programs in connection with the Work. The Contractor will provide the City with the name of the person who is responsible for the Contractor's Safety Program. In addition, the Contractor will provide for the City's reference a copy of the Contractor's safety program. The Contractor shall take reasonable precautions for the safety of, and shall provide protection to prevent damage, injury or loss to:

a. All employees on the Work, and all other persons who may reasonably be foreseen to be affected by the Work.
b. All the Work and all materials to be incorporated at street crossings, along proposed detour routes, and at material stockpiles. Where directed by the City Engineer or his representative, the Contractor shall provide and maintain suitable warning signs, barricades and lights, in accordance with the details shown on the Plans, to direct traffic around the Work in progress and to assure the safety of the public. The Contractor shall provide adequate warning signs, barricades, lights and, where necessary, flagmen for the Project or portions of the Project within which operations are being prosecuted in any one day or which will be closed over night.
c. Other property at the site or adjacent thereto including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

.2 Safety Regulations. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-596 and all subsequent amendments) and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 and all subsequent amendments). This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910 and all subsequent amendments, General Industry Safety and Health Regulations Identified As Applicable to Construction. Contractors are urged to become familiar with the requirements of these regulations and any amendments thereto.

.3 Trench Excavation. On trench excavation that exceeds a depth of five feet, trench excavation protection shall be accomplished as required by the most current provisions of part 1926 subpart P - Excavations, trenching, and shoring - of the Occupational Safety and Health's Standards and interpretations and as further defined in the note(s) on the Plans and other Contract Documents.

.4 Emergency Work. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor resulting from emergency Work shall be considered by Owner in accordance with Items 4 and 8.

.5 Basic First Aid Service. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply basic first aid service to anyone who may be injured in connection with the Work. Such equipment shall comply with the most current regulations of the Occupational Safety and Health Administration of the United States Department of Labor.

.6 Notification of Director of Public Works. The Contractor must promptly report in writing to the Director of Public Works all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site which caused death, personal injury, or property damage, giving full details and any statements of witnesses, if documented. In addition, if death, serious injury, or

serious damage is caused, the accident then shall be reported immediately by telephone or messenger to the Director of Public Works.

7.8. Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition, rest room facilities for the use of his employees and authorized on-site visitors as may be necessary to comply with the requirements and regulations of the City Health Department and of the State Department of Health.

7.9. Use of Explosives. The Contractor may employ the use of explosives on City projects provided he strictly adheres to the following conditions:

.1 For informational purposes only, notify the City Engineer and Consultant in writing of the intended use of explosives on the Project.

.2 Furnish Commercial General Liability Insurance on an occurrence basis in the amounts specified in accordance with Article 7.5.3.b.7.

.3 Obtain an "Explosives Permit" from the City Fire Marshal.

.4 Conform with Chapter 15, Article VIII "Explosives" of the City Code of the City of San Antonio, a copy of which is on file in the Office of the City Clerk.

.5 Employ a person or persons who possess an individual Explosives Permit and who shall have met the experience requirements of the City Fire Marshal.

7.10. Barricades and Danger, Warning and Detour Signs and Traffic Handling. The Contractor shall have the sole responsibility for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work all barricades, warning signs, barriers, cones, lights, signals and other such type devices and of handling traffic as shown on the plans or as directed/approved by the Engineer. All barricades, warning signs, barriers, cones, lights, signals and other such type devices shall conform to details shown on the plans or those indicated in the TMUTCD.

.1 The Contractor may provide special signs not covered by the plans to protect the traveling public against special conditions or hazards, provided, however, that such signs are first approved by the Engineer.

.2 Upon completion of the work, with the exception of performance test, maintenance and vegetative establishment periods, all standard barricades and signs and other traffic control devices shall be removed by the Contractor. In those instances where the above mentioned periods are still in effect, the Contractor shall utilize temporary traffic control devices conforming to the TMUTCD to accommodate work performed during these periods.

.3 If, in the opinion of the Engineer, any of the above requirements are not complied with, the Engineer may do such work as he may consider necessary to fulfill these requirements; however, this shall not change the legal responsibilities set forth in this Item. The expense for such work will be borne by the Contractor and the cost thereof shall be deducted from any moneys due the Contractor or to become due to the Contractor.

7.11. Detour Routes. A detour route for through traffic as determined by the City is included in the Plans where the proposed construction is located within the limits of a street designated as "Collector," "Secondary" or "Primary." The Contractor shall not begin construction of the Project or close any streets until adequate barricades and detour signs have been provided, erected and maintained in accordance with the detour route and details shown on the Plans. The Contractor shall notify the City's "COI" forty-eight (48) hours in advance of closing any street to through traffic. Local traffic shall be permitted the use of streets under construction where feasible.

7.12. Responsibility for Damage Claims:

.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected official, employees, officers, directors, volunteers and representatives of the CITY individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury or death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activity under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER CONVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this Article.

.2 It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that that INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

7.13. Protection of Private Property. The City has secured right-of-way and easements, as shown on the plans, to be occupied by the finished construction, with only such additional temporary construction easements as shown for use by the Contractor in carrying out his Work. The Contractor shall take proper measures to protect all property within all construction easements, and adjacent or adjoining property which might be injured by any process of construction; and, in case of any injury or damage, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in a manner acceptable to the private or public Owner.

.1 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 provided herein by City.

7.14. Contractor's Responsibilities for Work. The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the implementation of safety precautions and for coordinating all portions of the Work under this Contract.

.1 Quality Control. In connection with the City's visual observation/inspection of the Work or materials testing contemplated herein, it is clearly understood that the Contractor is responsible for his own quality control inspection and testing services to assure Project compliance with plans, specifications and other included instruments. The Contractor shall give the City's "COI" reasonable advanced notice of the

readiness of any Work for observation/inspection, and when practicable, twenty-four (24) hours notice. If any underground Work is performed without the proper prior notification to the "COI," it shall be uncovered for observation/inspection and properly restored at the Contractor's expense.

.2 Notification of Discrepancies. If the Contractor, in the course of the Work, finds any discrepancies between the Plans and the physical conditions of the locality, or any errors or omissions in the Plans or the layout as given by survey points and instructions, he shall immediately inform the City's "COI" and Consultant, in writing, and the Consultant shall promptly investigate the same. Any Work impacted by the discrepancy performed by Contractor after such discovery, until authorized, will be done at the Contractor's risk and/or expense.

.3 Contractor's Risk. Contractor shall be responsible for the complete, timely, performance of the Work under this Contract and compliance with the Contract Documents. Contractor shall be responsible for the safe storage and inventory control of all materials on the project site and/or within off-site storage facilities either owned or leased by the Contractor, if any. Contractor shall protect materials and Work from all theft, loss, vandalism, or damage from any cause whatsoever until final Project completion by Contractor and acceptance by Owner; and shall deliver said Work and improvements to the City in a completed and acceptable condition in accordance with the Contract Documents.

7.15 Electrical Requirements. Electrical work shall be defined as all work performed, either by bid Item or reference Item under the Items 610, 611, 612, 614, 616, 618, 620, 622, 628, 629, 652, 680 and other Items including special specifications that deal with either the distribution of electrical power greater than 50 volts or the installation of conduit and duct bank. Electrical work includes the installation of traffic signal cables, including connections and wiring of all parts of a traffic signal installation. The installation of the conduit system for communication and fiber optic cables will also be considered electrical work. The conduit and wiring associated with the installation of Item 624, "Ground Boxes" and Item 656, "Foundations," is considered electrical work. Electrical work does not include the installation of the communications or fiber optic cable, or the connections of low voltage and inherently power limited circuits such as electronic equipment or communications equipment. Mechanical assemblage of poles, structures or other hardware, or the placement of poles or structures, cabinets, enclosures or manholes under the above Items will not be considered electrical work as long as no wiring, wiring connections or conduit work is done at that time.

.1 Special Electrical Work. Special electrical work is defined as electric work that will include the electrical service and all feeders, sub feeders, branch circuits, controls, raceways and enclosure for all of the following:

Pump Stations
Lift Bridges
Ferry Slips
Motor Control Centers
Type D Structure, Asphalt Mix Control Laboratory
Construction Site Field Offices which will include Types A, B, and C
Rest Area or other Public Buildings
Weigh in Motion Stations
Electrical Services larger than 200 amps or when main or branch circuit breaker sizes are not shown on the plans
Any Three Phase Electrical Power

.2 Certified Person. A certified person is defined as a person that submits the following: A current and valid certification signifying successful completion of the Texas Engineering Extension Service (TEEX) course entitled, "TxDOT Electrical Systems," and passing the associated test, or successful completion of the test only from the above mentioned course.

.3 Licensed Electrician. A licensed electrician is a person that submits the following:

a. A current and valid journeyman's or master's electrical license. The journeyman electrician shall be supervised or directed by a master electrician holding a current and valid master

electrician license. A master electrician need not be on the project at all times work is being done but shall be the owner of the computer or a full-time employee of the Contractor.

b. The journeyman and master electrical licenses shall be issued by a city in Texas with a population of 50,000 or greater, that issues licenses based on the passing of a written test and demonstration of experience. Electrical licenses from other cities, inside or outside Texas, or by other states, will be acceptable if approved by the Engineer. In this case, the Contractor shall submit documentation on the requirements for obtaining that license. The Engineer's decision will be based on sufficient evidence that the license was issued based on the Contractor passing a written test that demonstrates in-depth knowledge of the National Electrical Code and sufficient electrical experience commensurate with general standards for a master and journeyman electrician.

c. The NEC Test for electrical licenses as described above shall be the Block Test, the Southern Building Code Test, or a test of similar difficulty as determined by the Engineer.

.4 Electrical Work Requirements. All workers performing electrical work shall either be licensed electricians or a certified persons as defined above or shall be directly supervised by a person that is either licensed or certified. Directly supervised means that licensed or certified person is present during all electrical work. This requirement applies to work bid under the Items shown above that define electrical work, for electrical work that is subsidiary to other Items of the contract, to other special specifications that involve electrical work, and to conduit and duct banks installed for future use.

a. Conduit installed in precast concrete is excepted from this requirement if the conduit is placed in accordance with approved working drawings or shop drawings.

b. For electrical work consisting of the installation of conduit in cast in place concrete sections, a non-certified person may install the conduit but a certified person shall check the installation of the conduit prior to pouring concrete.

d. All workers performing special electrical work shall be licensed electricians as defined above or shall be directly supervised by a person that is a licensed electrician. Directly supervised means that the licensed person is present during all special electrical work.

e. Special electrical work performed under a maintenance contract must be done by a licensed electrician. Under a maintenance contract, lamp changes for luminaries and signals, starter aid changes, signal head replacements and laminaire head changes may be done by either a certified person or a licensed electrician. Under a maintenance contract, electrical installation or lighting systems when plans and standard sheets are provided by the City, may be done by either a certified person or licensed electrician. All other electrical work under maintenance contract will be done by a licensed electrician.

f. Traffic signal cable, indicator, and controller installation and maintenance is exempted from this requirement if the plans specify other electrical certifications such as IMSA certification or the completion of other electrical installation courses. In this case, a certified person will be required only for the conduit, ground box, electrical services, electrical conductor (bid under Item 620), and the pole grounding.

g. A qualified Contractor need not have an individual with an electrical license or certification to bid on this project but must obtain license or certification prior to beginning electrical work. A copy of licenses or certifications of all persons performing electrical work shall be submitted to the Engineer prior to the beginning of any electrical work.

7.16. Subcontractors. The Contractor shall upon executing the Contract, notify the Director of Public Works in writing of the names of all proposed first tier Subcontractors for the Work.

.1 Subcontractual Relations. By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Consultant. Said agreement shall preserve and protect the rights of the Owner and the Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, the benefit of

all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract documents. Each Subcontractor shall similarly make copies of such Documents available to his sub-subcontractor.

.2 Subcontracting. The Contractor shall perform work with his own organization on contract bid items amounting to not less than thirty (30) percent of the total original contract price, excluding any specialty items designated by the Engineer. Such specialty items may be performed by subcontract. The amount of any specialty items so performed will be deducted from the total original-contract price before computing the amount of work to be performed by the Contractor's own organization. The cost of equipment counts toward work performed only when the equipment is utilized by the Prime Contractor's employees in performance of the work.

.3 Perform Work with Own Organization. The term "perform work with his own organization" refers to workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the Prime Contractor, or any other assignees. The term may include payments to an employee leasing firm licensed by the Texas Department of Licensing and Regulation in accordance with Chapter 91 of the Texas Labor Code for non-supervisory personnel when the Prime Contractor maintains control over the day-to-day activities of the leased non-supervisory employees and includes them in the certified weekly payroll submissions for federal-aid projects or payrolls maintained by the Contractor for review by the City on City funded projects.

.4 Staff Leasing Services. Staff leasing services provided by employee leasing firms are limited to labor and incidental tools only. In those instances when services provided by an employee leasing firm include materials and/or equipment, the employee leasing firm will be considered a subcontractor and a subcontractor request for approval shall be submitted by the Contractor.

.5 Specialty Items. The term "specialty items" refers to work on contract bid items requiring highly specialized knowledge; abilities or equipment not usually available in the type of contracting organizations qualified and expected to bid on the contract as a whole. These specialty items will be designated by the Engineer.

.4 Costs. The cost of materials paid by the Prime Contractor counts as work performed by that Contractor only when: said materials are incorporated into the project; and the majority of the value of work involved in incorporating each material into the project is performed using the Contractor's own organization.

.5 Verification of Direct Payment. The City reserves the right to require copies of canceled checks and/or certified statements from the Prime Contractor to verify direct payment of labor, equipment, materials and subcontractors sufficient to meet the above requirements.

.6 Subletting. The Contractor shall give assurance that the minimum wage for labor and the maximum amount to be deducted for board, if furnished, as stated in the governing provisions shall apply to labor performed on all work sublet. Written consent to sublet any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

.7 Default. In the case when a Contractor is found to be in default of the contract, the requirement that thirty (30) percent of the work be done by the Contractor is suspended, but City approval of all subcontractors continues to be required.

7.17. Responsibilities to the Railroad Companies.

.1 General. Must meet Railroad permit and insurance requirements.

.2 Temporary Crossings. If a temporary crossing is needed, Contractor shall obtain written permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Contractor shall provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks.

a. Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic.
b. Work for temporary crossings will not be paid for directly, but is subsidiary to Items of the Contract. Work performed by the railroad company for the temporary crossing, except flaggers, will be at the Contractor's expense.

7.18. Assignments and Subletting. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or any portion thereof, or any right, title or interest in, to or under the same, without the previous written consent of the City. The Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this Contract, without the previous written consent of the City. In no event shall the City be liable in excess of the consideration of this Contract in the case of any such assignment, transfer, conveyance or subletting of the Work or performance which is the subject hereof.

.1 The City reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or subletting of a portion of the work without the previous consent and knowledge of the City and by reserving such right, the City shall not be deemed to have waived its right to declare a full breach of this Contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

7.19. Preservation of Cultural Resources, Natural Resources and the Environment. For all project specific locations (PSL's) (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), the Contractor certifies by signing this contract that he and all subcontractors will comply with all applicable laws, rules and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

U.S. Department of Transportation
U.S. Army Corps of Engineers
U.S. Federal Emergency Management Agency
U.S. Fish and Wildlife Service
U.S. Environmental Protection Agency
Texas Department of Transportation
Texas Historical Commission
Texas Parks and Wildlife Department
Texas Commission on Environmental Quality (TCEQ)

.1 The Contractor and all subcontractors will be required to maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions, contacts with the resource agencies, and correspondence with the pertinent resource agency. This documentation will be provided upon request.

7.20. Abatement and Mitigation of Excessive or Unnecessary Construction Noise. Contractor will ensure abatement and mitigation of excessive or unnecessary construction noise as prescribed by all applicable state and local laws.

7.21. Public Utilities. The Contractor's attention is hereby specifically directed to the information regarding the existing public utility structures, lines and mains which are known to exist and may be encountered within and/or adjacent to the limits of the Work covered by this Contract. The existence and location of underground utilities

indicated on the Plans are taken from the most current utility records available to the Consultant but are not guaranteed by Owner or Consultant nor do they indicate the location of private service lines, but shall be investigated and field verified by the Contractor and appropriate utility companies before starting Work. All utility companies have been furnished with Plans of the proposed construction. The Contractor is reminded that maintaining continuity of utility service to customers is critical.

.1 Work Clearance Zones. "Work Clearance Zones," as used hereinafter, shall be considered to be the distance on the horizontal axis from the edge of pipe, box or other construction to the outside edge of the excavation shown on the Plans or details or to the outside edge of Contractor's Trench Excavation Protection System. The vertical restrictions of the Work Clearance Zone are subject to excavation limits as shown on the Plans and/or height limitations as required by State statutes. Underground utilities within the Work Clearance Zone are considered to be in conflict with the intended Work and will generally be adjusted by the respective utility at no cost to the Contractor. In the event that existing conflicting utilities cannot be relocated, see Article 7.21.4.

.2 Temporary Clearance. Temporary clearance of high voltage (600 volts and above) and overhead electrical lines is required prior to the operation of equipment within 10 feet of such lines (VTCS 1436C, Sec. 5A & 6). At his own expense, the Contractor shall obtain the necessary temporary clearance from the high voltage line operator or utility company. Temporary clearance shall be a temporary barrier separating and preventing contact of material, equipment, persons, communications with high voltage electrical lines, or temporary de-energization and grounding or temporary relocation, or raising of the lines.

.3 Contractor's Responsibility. The Contractor shall be responsible for any damage to, and protection of existing utilities where shown on the Plans and/or verified by the utility company in the field. Any existing utilities, which cannot be relocated and must remain in service within the Work Clearance Zone are shown on the Plans and shall be protected by the Contractor as part of the original Bid Proposal Price submitted by Contractor. Any damage caused to utilities within the Work Clearance Zone due to neglect on the part of the Contractor, or his Subcontractors, shall be repaired by the utility company and paid for by the Contractor or his Subcontractor. Temporary relocation of utilities by utility companies for the Contractor's convenience shall be paid by the Contractor directly to the affected utility company.

.4 Utilities' Responsibility. Prior to the start of construction, the utility companies shall have adjusted their respective utilities to provide proper clearance for the Project. Prior to start of construction, the utility companies shall inform the Contractor of any remaining adjustments that have not been completed. The utility company shall cooperate with the Contractor to expedite the utility company's adjustment of any remaining utilities so as not to cause a delay to the Contractor. The Contractor shall not be responsible for repair of Contractor-damaged utilities which are not shown on the Plans and/or by subsequent utility company field verification and which lie within the horizontal and vertical limits of construction.

.5 Utilities on Street Projects. The utility companies have adjusted their utility lines for street construction with the exception of manholes, vaults, and valves. The utilities shall create a horizontal and vertical Work Clearance Zone on Street Projects by adjusting their respective facilities at no cost to the Contractor so as not to interfere with the eventual vehicular traffic and/or installation of curbs and sidewalks.

.6 Utilities on Storm and Sanitary Sewer Projects. The utility companies have adjusted their utility lines for the sewer line to be constructed. However, in some instances and as shown on the Plans, adjustment of the utility lines by this Contractor, or a separate contractor, or by City forces will be required concurrently with the construction of the sewer by this Contractor. In these instances the utility companies will be required to cooperate fully with the Contractor in accomplishing these adjustments so as to minimize any delays in the Contractor's progress and inconveniences to the City.

a. In the case of sewer, water, gas, electric, telephone, cablevision cable, or any other utility line which is shown on the Plans, within or crossing the Work Clearance Zone, and which must

remain in service, it shall be the responsibility of the utility company, with the cooperation of the Contractor, to determine the exact location of the utility line. The Contractor will use care in excavating over, under and around such lines and will provide all necessary temporary bridging during construction so as to maintain continuous service of the utility line. The Contractor shall backfill around the main and complete his construction operations in such a manner as to leave the utility line firmly and securely bedded in its original position without damage to any protective coatings.

b. In instances where gas or water mains are exposed during construction, the utility company owning or operating the service shall be given at least twenty-four (24) hours notice by the Contractor prior to backfilling so the protective coating on the mains may be inspected and/or repaired by utility company. If repairs are necessary, all costs incurred are to be borne by Contractor.

.7 Bracing and Supporting. In areas where utilities are known to be near the outside edge of the Work Clearance Zone and could be damaged by soil movement, slips or cave-ins, the Contractor shall take all precautions necessary to protect such utilities from damage and shall pay for the repair of any such damages caused by Contractor failure to properly protect the utility.

7.22. Work in Waters of the United States. Where it becomes necessary for the Contractor to work in waters of the United States or their adjacent wetlands as delineated by the U.S. Army Corps of Engineers, the Contractor should be aware that a Section 404 permit may be required. The City will obtain any Section 404 permits prior to commencement of construction on a project-by-project basis. The Contractor will be required to adhere to any agreements, mitigation plans and standard best management practices required for a permit on any project. If the Contractor makes changes in the project construction method that would result in changes of project impacts to waters of the U.S., the Contractor will notify the City in writing and be responsible for any new Section 404 permit.

7.23. Work in Navigable Waters. Any operations by the Contractor relating to the placement of embankment into, or the placement or rehabilitation of structures in or over navigable waters of the U.S. as designated by the U.S. Army Corps of Engineers or the U.S. Coast Guard, is subject to regulation by these agencies. Approval will be coordinated by the City and construction should not commence until the activity is approved by the regulatory agency. The Contractor will be required to adhere to the stipulations of the permit and the associated best management practices. If the Contractor makes changes in the project construction method that would result in changes of project impacts to navigable waters of the U.S., the Contractor will notify the City in writing and be responsible for any new Section 9 permit from the U.S. Coast Guard.

7.24. Work Over the Recharge Zone of Protected Aquifers. Relating to work over the recharge zones of protected aquifers as defined and delineated by the Texas Water Commission (TWC), the Contractor shall make every reasonable effort to minimize the degradation of water quality resulting from construction impacts in accordance with all applicable state and local laws. The Contractor will be required to follow best management practices and to use and maintain those sedimentation and water pollution control devices as required by the Engineer.

.1 If a Water Pollution Abatement Plan (WPAP) is required by the TWC, modification to the approved WPAP by the Contractor will require the Engineer's approval and be coordinated through the City with the TWC.

7.25. Excluded Parties. The Bidder certifies by signing this bid proposal, that if awarded the contract for the work covered by this bid proposal, he shall not enter into any subcontract with a subcontractor that is debarred or suspended by any federal agency.

ITEM 8

PROSECUTION AND PROGRESS

8.1. Prosecution of Work. Prior to beginning construction operations, a preconstruction conference between the Contractor and the City will be conducted. The Contractor shall begin the work to be performed under the contract within seven (7) calendar days after the date of the authorization to begin work as shown on the work order and shall continuously prosecute same with such diligence as will enable the completion of the work within the time limit specified. The Contractor shall notify the City at least twenty-four (24) hours before beginning work and any new operation. The Contractor shall not start new operations to the detriment of work already begun. The prosecution of the work shall be conducted in such a manner as to impose minimum interference to traffic. The contract time requirement is a key factor to both the City and the Contractor. All time limits stated in the Contract Documents are of the essence of the Contract.

8.2. Commencement of Work. The Work called for in this Contract shall be commenced by Contractor within seven (7) calendar days after receipt by the Contractor of City-issued, written Authorization To Proceed. Under no circumstances shall the Work commence prior to Contractor's receipt of City-issued, written Authorization To Proceed. Computation of Contract Time will begin upon actual commencement of Work by the Contractor during the seven (7) calendar day period referenced above or upon the eighth (8th) calendar day (assuming the eighth (8th) calendar day is a day upon which Work may lawfully and Contractually be performed), whichever occurs first.

8.3. Working Hours. No Work, with the exception of such items as curing of concrete, maintenance of barricades, etc., will be allowed by Owner between the hours of 7:00 p.m. and 6:00 a.m. of the following day, unless directed by Owner or requested in writing by Contractor and approved by the Director of Public Works. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from thirty (30) minutes after sunset to thirty (30) minutes before sunrise.

8.4. Completion of Work. After commencement of Work, the Contractor shall prosecute the Work continuously, diligently and uninterruptedly throughout the Contract Time period, during which period of time Contractor binds and obligates himself, his Subcontractors and suppliers at all times to employ sufficient Work force and supervisory diligence to complete said structures, Work and improvements, and to deliver same over to the City in a timely acceptable, completed, undamaged and clean condition. The time of beginning, rate of progress and time of completion of said Work are hereby declared by Owner and understood by Contractor to be "OF THE ESSENCE" to this Contract. The Director of Public Works may suspend said Work either partially or totally as provided for Article 8.6.

8.5. Railroad Construction. As per railroad permit requirement.

8.6. Suspension of Work by Owner

.1 The Director of Public Works may suspend said Work either partially or totally by his written order whenever in his opinion the interests of the City requires the suspension of such Work. In the event that the Director of Public Works totally suspends Project Work, the Contractor hereby acknowledges and agrees that so long as the total suspension(s) is (are) for a period not to exceed ten (10) cumulative calendar days accruing throughout the entire Contract Time, that the Contractor is not entitled to request a negotiated adjustment of the Contract Sum nor an extension of the Contract Time. Such right to totally suspend Project Work for period(s) not to exceed ten (10) cumulative calendar days accruing throughout the entire Contract Time without compensation to the Contractor is expressly reserved by the City.

.2 Any total suspension of Project Work by the Director of Public Works that extends beyond ten (10) cumulative calendar days accrued throughout the entire Contract Time, shall entitle the Contractor to request either a negotiated adjustment of Contract Sum or an extension of Contract Time, or both, as directly attributable to such extended total suspension of Project Work.

.3 Any partial suspension of the Work by the Director of Public Works that extends beyond the mutually determined point in time when the ten (10) cumulative calendar days accruing throughout the entire Contract Time, are effectively exceeded, shall entitle the Contractor to request either a negotiated adjustment of Contract Sum or an extension of Contract Time, or both, as directly attributable to such extended partial suspension of Project Work.

a. In the event that the Director of Public Works partially suspends the Work in such a manner that some Work is able to continue, the Contractor and City hereby agree to discuss the impact of the partial suspensions upon dependent Contract Work, and to mutually determine when the ten (10) cumulative calendar days accruing throughout the entire Contract Time and expressly reserved by the City without compensation to the Contractor, would effectively be exceeded.
b. The City's "COI" shall have the right to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract. Such temporary stoppage shall be followed by a Written Order as outlined in Article 8.6.1.

8.7. Contract Time Statement. The Director of Public Works, or his authorized representative shall furnish a "Contract Time Statement" to the Contractor after the end of each calendar month showing the number of Calendar Days charged by Owner and of such non-chargeable Days credited to the Contractor during each month. Such statement shall become final and binding upon the Contractor without exception, unless Contractor notifies the Director of Public Works in writing of any Contract Time Statement discrepancies claimed by the twentieth (20th) calendar day following Owner issuance date on the Contract Time Statement.

8.8 Failure to Complete Work On Time. If the Contractor fails to complete the Contract in the time specified by Owner in the Contract Documents and agreed to by Contractor through execution of this Contract, Contract Time charges will continue to be made for each Calendar Day thereafter. The time set forth in the Contract for the completion of the Work is an ESSENTIAL ELEMENT of the Contract. For each Calendar Day that any Work shall not be complete after the expiration of the Calendar Days specified in the Contract (to include Calendar Days charged for correction of Contractor deficiencies found during the final inspection), plus, any extended calendar days allowed by Owner, the amount of liquidated damages assessed per day as stipulated in the Contract will be deducted from the money owed or to become due the Contractor, not as a penalty but as liquidated damages owed the City for extended expenses, loss and public inconvenience resulting from Contractor's failure to complete said Work within the Time Contractor agreed to by execution of this Contract. Contractor and City agree that such liquidated damages are as set prior to the Contract execution for projected reasonable costs that are otherwise difficult for either Party to forecast and will be incurred by the City due to Contractor completion beyond the number of Days Calendar Days calculated herein by the City.

8.9. Workers and Equipment. The Contractor shall furnish such suitable machinery, equipment and construction forces as may be necessary, in the opinion of the Engineer, for the proper prosecution of the work, and failure to do so may cause the Engineer to withhold all estimates, which have or may become due and suspend the work until his requests are complied with. All workers employed by the Contractor shall have such skill and experience as will enable them to properly perform the duties assigned. Any person employed by the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or who is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of the Engineer, be forthwith discharged and shall not be employed again on any portion of the work without the written consent of the Engineer.

.1 Flaggers. The Contractor shall have a company representative that has received flagger training through courses such as those offered by the Texas Engineering Extension Service (TEEX) or the American Traffic Safety Services Association (ATSSA). This representative shall be responsible for training or assuring that all flaggers used on this project are qualified to perform flagging duties. A certificate indicating completion of such course shall be available to the Engineer if requested.

a. A qualified flagger is one that has attended courses such as those offered by TEEX, ATSSA, or through training provided by the trained official mentioned above. A list of all qualified flaggers shall be provided to the Engineer prior to beginning any flagging activities. Any modifications to this list shall also be provided to the project Engineer. Any flagger being used

who is not included on the list as provided to the Engineer shall be removed from flagging duties and replaced with one who is qualified and included on the list.

8.10. Termination for Convenience. The City may terminate the contract in whole or in part whenever:

a. The Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State.
b. The Contractor is prevented from proceeding with the work due to a national emergency and when the work to be performed under the contract is stopped directly or indirectly because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States or an order of any Federal Authority.
c. The Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor.
d. The City determines that termination of the contract is in the best interest of the City or the public. This includes but is not limited to the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays and/or expense to the project.

.1 Procedures and Submittals. The Engineer will deliver to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination the Contractor shall immediately proceed with the following obligations:

a. Stop work as specified in the notice.
b. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
c. Terminate all subcontracts to the extent they relate to the work terminated.
d. Complete performance of the work not terminated.
e. Settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of this contract.
f. Create an inventory report for the Engineer of all acceptable materials and products obtained by the Contractor for the contract that have not been incorporated in the work that was terminated. The inventory report will include a description, quantity, source and cost for each of the acceptable materials and products. In addition, the report will indicate whether the City has already compensated the Contractor for the materials or products through a previous material on hand payment.
g. The Contractor shall take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the contract that are in the possession of the Contractor and in which the City has or may acquire an interest.

.2 Settlement Provisions. When contracts, or any portion thereof, are terminated, and the Contractor is released before all items of work included in the contract have been completed, the Contractor shall submit, within one hundred eighty (180) calendar days of the date of the notice of termination, a final termination settlement proposal to the City with the intent being that an equitable settlement will be made. The Contractor shall maintain and make available all project cost records to the City to the extent necessary to determine the validity and amount of each item claimed. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits shall be considered. The City will pay for:

a. All work completed at the unit bid price and partial payment for incomplete work.
b. Reasonable demobilization costs;
c. Accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and support data;
d. The termination and settlement of subcontracts, including yard and material leases;

e. Storage, transportation, restocking and other costs incurred reasonably necessary for the preservation, protection, or disposition of the termination inventory.

.3 Failure to Submit Proposal. If the Contractor fails to submit the proposal within the time allowed, the City may determine the amount due to the Contractor and make compensation.

.4 Failure To Agree On Settlement Amount. If the Contractor and the City fail to agree on the settlement amount, the Contractor may file a formal claim with the City in accordance with the contract claim procedure.

.5 Materials. If the contract is terminated, acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the Engineer and that are not incorporated in the work, will be purchased from the Contractor at the actual cost as shown by receipts and the actual cost records at such points of delivery as may be designated by the Engineer.

.6 Surety. Termination of a contract, as stated above, will not relieve the Contractor or his Surety of the responsibility of replacing defective work as required by the contract.

8.11. Contract Termination:

.1 Termination by Contractor. If the Work is stopped by City for a period of ninety (90) consecutive calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of a higher governmental authority, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may upon ten (10) additional calendar days written notice to the City and the Consultant, terminate the Contract and recover from the Owner payment for all Work previously executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages related to the Work stoppage. If the Work is recommenced during the ten (10) calendar day notice period, the Contractor may not terminate the Contract but may still pursue a delay claim with the City.

.2 Termination by Owner. If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors without the consent of the City or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction pertaining to the Work, or otherwise is guilty of a substantial violation of a provision of the Contract Documents warranting Owner default of Contractor, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, ten (10) calendar days written notice, terminate the employment of the Contractor and/or take possession of the site and of all materials, and may upon order of a court of competent jurisdiction take possession of equipment, tools, construction equipment and machinery thereon owned by the Contractor. Should the Surety fail to pursue completion of the Work with reasonable speed, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract Sum remaining, including the cost of additional Owner administration and Consultant services made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all cost of completing the Work shall have been paid.

.3 Unpaid Balance. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Consultant's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

8.12 Critical Path Method Project Schedule. The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that he intends to follow in order to complete the contract within the allotted time. The project schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM project schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using Suretrack. The observance of the requirements herein is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the contract.

.1 Personnel. The Contractor shall provide an individual, referred to hereafter as the Scheduler, to create and maintain the Project Schedule. The Scheduler shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the City.

.2 Project Schedule. At least twenty (20) calendar days prior to the preconstruction conference, the Contractor shall submit a Project Schedule which shall show the sequence and interdependence of activities required for complete performance of the work. All schedule submittals shall be in the electronic form. The Contractor may submit the schedule via electronic mail, CD-Rom, floppy disc, or any other electronic media acceptable to the City. The City will review the Project Schedule within twenty (20) calendar days for compliance with the specifications and notify the Contractor at the conference of its acceptability. No work shall begin until the Project Schedule has been accepted by the City.

a. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the work. The purpose of the City requiring the Project Schedule shall be to:
    i. Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number ofcalendar days and all milestones;
    ii. Assure coordination of the efforts of the Contractor, City, Utilities and others that may be involved in the project;
    iii. Assist the Contractor and City in monitoring the progress of the work and evaluating proposed changes to the contract; and,
    iv. Assist the City in administering the contract time requirements.
b. Each activity on the Project Schedule shall be described by: an activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the City; concise description of the work represented by the activity; and, activity durations in whole calendar days with a maximum of twenty (20) calendar days. Durations greater than twenty (20) calendar days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the City and Contractor. The Contractor shall provide to the City a legend for all abbreviations. The activities shall be coded so that organized plots of the Project Schedule may be produced. Typical activity coding includes traffic control phase, location and work type. Activity durations shall be based on the quantity for the individual work activity divided by a production rate.
c. Seasonal weather conditions shall be considered and included in the Project Schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.). Project and work calendars should be updated each month to show days actually able to work on the various work activities.
d. If specified by general note, the Contractor shall plan and incorporate major resources into the Project Schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the

Contractor's planned equipment and manpower to achieve the productivity rates specified above.

e. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the Project Schedule is a shared commodity between the City and the Contractor.
f. Only City responsible delays in activities that affect milestone dates or the contract completion date, as determined by CPM analysis, will be considered for a time extension.

.3 Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed Project Schedule, the City shall evaluate the schedule for compliance with this specification, and notify the Contractor of its findings. If the City requests a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the City within seven (7) calendar days. If the Contractor submits a Project Schedule for acceptance, which is based on a sequence of work not shown in the plans, then the Contractor shall notify the City in writing, separate from the schedule submittal.

a. The City's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the contract documents only. Review and acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule or of the Contractor's ability to meet interim milestone dates (if specified) and the contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the City review does not detect this omission or error, such omission or error, when discovered by the Contractor or City shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

.4 Updates. The Project Schedule shall be updated on a monthly basis. The Project Schedule update shall be submitted on the tenth (10th) day of each month. The Contractor shall meet with the City each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information.

.5 Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the City in writing and submit the proposed schedule revision. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. Major changes are hereby defined as those that may affect compliance with the contract requirements or those that change the critical path. All other changes may be accomplished through the monthly updating process without written notification.

.6 Time Impact Analysis. The Contractor shall notify the City when an impact may justify an extension of contract time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the City within twenty (20) calendar days after receipt will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits his right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

a. When changes are initiated or impacts are experienced, the Contractor shall submit to the City a written time impact analysis describing the influence of each change or impact. A "*time impact analysis*" is an evaluation of the effects of changes in the construction sequence, contract, plans,

or site conditions on the Contractor's plan for constructing the project, as represented by the schedule. The purpose of the time impact analysis is to determine if the overall project has been delayed, and if necessary, to provide the Contractor and the City a basis for making adjustments to the contract.

b. A time impact analysis shall consist of one or all of the steps listed below:

Step 1. Establish the status of the project before the impact using the most recent project schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent project schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the project, the effects of the impact may extend to include a reasonable period for remobilization.

c. The time impact analysis shall be electronically submitted to the City. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the City the need for any modification to its time impact analysis. One (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The City may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of contract time. Approval or rejection of each time impact analysis by the City shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

ITEM 9

MEASUREMENT AND PAYMENT

9.1. Estimated Quantities and Measurement. The estimated quantities of the various elements of Work to be done and material to be furnished are approximate only and are provided by Consultant and Owner as a basis for Owner comparison of bid proposals and award of Contract. It is expressly understood and agreed by Owner and Contractor that the actual amounts of Work to be done and material to be furnished may differ somewhat from these estimates. The quantities of Work actually performed by Contractor will be computed on the basis of measurements taken by the Owner's representatives, and these measurements shall be final and binding on Contractor.

9.2 Plans Quantity Measurement. Plans Quantity Measurement. When plans quantity measurement is specified for an item, adjustment of quantities will be made by the following:

> If the quantities measured as outlined under "Measurement" vary from those shown in the bid proposal and on the "Estimate and Quantity" sheet by more than five (5) percent (or as stipulated under the measurement Paragraph for the Item), either party to the contract may request, in writing, an adjustment of the quantities by each separate bid item, except that when stated in the particular item, the adjustment will be made based upon a designated element shown in the Item. The party to the contract which requests the adjustment shall present, to the other, one copy of field measurements and calculations showing the revised quantities in question. These revised quantities, when approved by the Engineer, together with all other quantities under the same bid item, shall constitute the final quantity for which payment will be made.
>
> **.1** When quantities are revised by a change in design, the "Plan Quantity" will be increased or decreased by the amount involved in the design change through a Field Alteration.
>
> **.2** Payment for revised quantities will be paid for at the unit price bid for that bid item, except as provided for in Article 4.2.

9.3. Progress Payments. Each month as the Work progresses on all City Contracts regardless of Contract Sum, said Director of Public Works, or his designated representatives, and Contractor shall determine the cost of the labor and materials incorporated into the Work during that month and actual invoiced cost of Contractor acquired materials stored on the Project site, and/or within off-site storage facilities either owned or leased by the Contractor. Upon receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, the City shall make payments to Contractor within thirty (30) calendar days on Contracts totaling four hundred thousand ($400,000.00) dollars or less, based upon such cost determination and at the Contract unit prices in a sum equivalent to ninety (90) percent of each such invoice. At the time the last monthly invoice is paid by Owner, a Letter of Conditional Approval may be furnished to the Contractor. The remaining ten (10) percent retainage shall be held by the City until the final Contract Settlement. However, where the Contract amount exceeds four hundred thousand dollars ($400,000.00), installments shall be paid to Contractor at the rate of ninety-five (95) percent of each monthly invoice within thirty (30) calendar days of Owner receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, and the retainage held until final Contract Settlement shall be five (5) percent. The payments of such installments are payments toward satisfaction of the Contract Sum, and the Contractor invoices upon which such monthly payments are based, are given to Owner by Contractor only for the purposes of fixing the periodic sums to be paid in compliance with Article 9.1. Owner's payment of installments shall not in any way be deemed to be a final acceptance of any part of the Work by Owner, and will not prejudice Owner in the final settlement of Contract account nor relieve the Contractor from completion of the Work as herein provided.

> **.1 Subcontractors.** The Contractor shall pay the subcontractor for work performed within ten (10) days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within ten (10) days after satisfactory completion of all the subcontractor's work. Completion of all the subcontractor's work shall include test, maintenance and other similar periods that are the responsibility of the subcontractor.

a. For the purpose of this Item, satisfactory completion shall have been accomplished when: (1) The subcontractor has fulfilled the contract requirements of both the Department and the subcontract for the subcontracted work, including the submission of all submittals required by the specifications and the Department; and, (2) The work done by the subcontractor has been inspected and approved by the Department and the final quantities of the subcontractor's work have been determined and agreed upon.
b. The inspection and approval of a subcontractors work does not eliminate the Contractor's responsibilities for all the work as defined in Item 7.
c. The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

.2 Failure to comply with any of the above requirements may cause the Engineer to withhold all estimates which have or may become due and the Engineer may suspend the work until his requests are complied with.

.3 For contracts that provide for a separate vegetative establishment, maintenance, or performance period following the completion of all other construction of the improvement, the Department may release a portion of the amount retained provided all other work is completed as determined by the Engineer. Prior to such release, all submissions and final quantities must be completed and accepted for all the other work. The amount retained after such release shall be sufficient to ensure compliance with the contract.

9.4. Payment for Extra Work. Extra work ordered, performed and accepted will be paid for in accordance with the method described below:

.1 Unit Price. Submitted by the Contractor in the original Contractor Bid Proposal as part of the base bid or as a designated additive or deductive alternate, and if agreed to by the Contractor and the Owner, appropriately adjusted either upward or downward to reflect any increases or decreases in the amount of labor, material or equipment as they relate to Major Bid Items.

.2 Agreed Contract Change. Lump Sum Agreement between Owner and Contractor as to the price, quantity and time for changes in the Work.

.3 The cost of such extra Work shall be added to the Contract Sum by a Written Alteration.

9.5 Force Account. If no Agreed Contract Change or unit price can be reached after good faith negotiations between the City and Contractor, the Owner may direct the Work be performed by the Contractor on a Force Account basis, and payment by the City shall be upon the basis of Actual Cost of the Work plus the participation allowances as specified below. When extra work is ordered to be performed on a "Force Account" basis, payment for same will be made as follows:

a. The Contractor and the City will agree in writing before beginning the work on the rate of wage, which the Contractor will receive for all labor and foremen. The Contractor will be paid said rate for each hour that the labor and foremen are actually engaged in the work except that in the event that the particular laborers and foremen anticipated to be used in the work are not available then the individuals involved in the work will be reimbursed at the rate shown on the payrolls. In no case will the rate of wage be less than the minimum shown in the contract for a particular category. The Contractor will receive an additional twenty-five (25) percent as compensation based on the total wages paid said laborers and foremen. The only exception to the percent amount of compensation is for payment of the provisions outlined in the general notes, concerning off-duty peace officers and patrol cruisers, which shall be based on the invoice amount plus five (5) percent. No charge will be made by the Contractor for organization or overhead expenses. For cost of premiums on public-liability and workers-compensation insurance, Social Security and unemployment-insurance taxes, an amount equal to fifty-five (55) percent of the sum of the labor cost, excluding the twenty-five (25) percent compensation provided above, will be paid to the Contractor. The actual cost of the Contractor's

bond on the extra work will be paid. No charge for superintendence will be made unless considered necessary and ordered by the Engineer.

b. The Contractor will receive the actual cost, including freight charges, of the materials used on such work to which cost will be added a sum equal to twenty-five (25) percent thereof as compensation. When material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

c. For Contractor owned machinery, trucks, power tools or other equipment, which are necessary for use on force account work, the Rental Rate Blue Book as modified by the following will be used to establish hourly 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:

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

Where
H = Hourly Rate
M = Monthly Rate
R1 = Rate Adjustment Factor
R2 = Regional Adjustment Factor
OP = Operating Costs

d. If Contractor-owned equipment is not available and equipment is rented from outside sources, the hourly rate will be established by dividing the actual invoice cost by the actual number of hours the equipment is involved in the work. The City 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 Rental Rate Blue Book hourly operating cost shall be added for each hour the equipment operates.

e. If a rate has not been established for a particular piece of equipment in the Rental Rate Blue Book, the Engineer will allow the Contractor a reasonable hourly rate, as agreed upon in writing before such work is begun. This price will include the cost of fuel, lubricants and repairs.

f. If the Contractor has to mobilize equipment from an off-project site, rates for the hauling equipment and personnel will be included as part of the force account work.

g. The established equipment hourly rates will be paid for each hour that the equipment is involved in the work to which will be added fifteen (15) percent as compensation. In the event that the equipment is used intermittently during the work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked.

h. The compensation, as herein provided for, shall be received by the Contractor as payment in full for extra work completed on the "Force Account" basis and will include use of small tools, overhead expense and profit. The Contractor's representative and the Inspector shall compare records of extra work completed on the "Force Account" basis at the end of each day. Copies of these records will be made upon suitable forms provided for this purpose by the City and signed by both the City's and the Contractor's representatives, one copy being forwarded to the Engineer and one to the Contractor. All claims for "Extra Work" performed on the "Force Account" basis shall be submitted to the Engineer by the Contractor upon statements to which shall be attached copies of invoices covering the cost of, and the freight charges on, all materials used in such work, and such statements shall be filed not later than the tenth day of the month following that month in which the work was actually performed.

i. When extra work is ordered to be performed on a "Force Account" basis, and the estimated cost is less than $5,000.00, payment of same may be made on the basis of a certified correct invoice submitted to the Engineer by the Contractor. The invoice shall include the Contractor's actual cost for materials, labor, equipment and incidentals necessary to complete the extra work. The invoice will also include additional compensation allowed above, in this Article, as well as the cost of the Contractor's bond on the extra work.

j. The prime Contractor will be paid for administrative cost only when extra work, ordered by the Engineer, is performed by a subcontractor or a collection of subcontractors. The payment for administrative cost will not exceed five (5) percent of the total subcontracted extra work.

9.6. Final Invoice. Contractor shall not be entitled to receive payment of any sum in excess of the cumulative amounts paid upon such monthly invoices as outlined above until forty-five (45) calendar days after Owner transmittal of the Letter of Conditional Approval and not before all the stipulations, requirements and provisions of this Contract are faithfully performed and complied with by Contractor, and unless and until said structures, Work and improvements shall be entirely completed, and delivered to, and accepted by the City in accordance with the Contract Documents. Completion, delivery and acceptance of the Work is evidenced by the Final Certificate of Acceptance issued by the Director of Public Works and such Certificate of Acceptance is approved by the City Manager. Simultaneous with the transmittal of the Final Certificate of Acceptance, the Director of Public Works shall prepare the final invoice as the basis for final Contract settlement, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, the City shall pay to Contractor the amount of such final invoice, taking into account all amounts previously retained and deducted from monthly invoices and any remaining payables to Contractor. Owner may deduct from the amount of such final invoice and retain any and all sums which are to be deducted by City or paid or allowed by Contractor to City, or which are to be retained by Owner for reasons previously stated in Article 9.9.

9.7. Differing Construction Site Conditions. The Contractor shall promptly, and before such discovered conditions and/or structures are disturbed, notify the Director of Public Works in writing 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 Bexar County, Texas environs. The Director of Public Works or his 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 Director of Public Works 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 Field Alteration 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 has been made by the City under the terms of this Contract.

.3 No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

9.8. Scope of Payment. The Contractor shall accept the compensation, as provided in the contract, as full payment for furnishing all materials, supplies, labor, tools and equipment necessary to complete the work under the contract; for any loss or damage which may arise from the nature of the work, or from the action of the elements, except as noted in Article 7.16, and as provided in Article 8.7 until the final acceptance by the Engineer, for any infringement of patent, trademark, or copyright; and for completing the work according to the plans and specifications. The payment of any current or partial estimate shall in no way affect the obligation of the Contractor at his expense to repair or renew any defective parts of the construction or to replace any defective materials used in the construction and to be responsible for all damages due to such defects if such defects or damages are discovered on or before the final inspection and acceptance of the work.

9.9. Withholding of Payment. In the event that the Owner discovers evidence of Contractor and/or Work noncompliance with the Contract Documents subsequent to approval of the Construction Estimate Certification Forms, the Owner may revoke or otherwise amend that part of any Construction Estimate Certification Form to such extent as may be necessary to withhold monies to protect the Owner from loss on account of:

a. Defective Work not remedied by Contractor.
b. Persistent and uncured Contractor non-compliance with the administrative provisions of the Contract Documents.
c. Damage to Work of another Contractor.

d. Liquidated Damages assessed by Owner for Contractor failure to maintain scheduled progress in accordance with interim progress milestones, if any are specified in the Contract Documents, and/or Contractor failure to meet final completion date.
e. Receipt of written notice by the Owner of Contractor's unpaid bills, as stipulated in Article 5472a, V.T.C.S., if the Contractor has not provided a payment bond and only if the Contract Sum does not exceed $25,000.00. Any funds so withheld by Owner shall be released to the Contractor if he furnishes either a special indemnity bond to Owner securing release of lien as provided in Article 5472b-1, V.T.C.S., or Contractor proof of payment of disputed bills.
f. "Responsibility for Damage Claims" as provided for in Article 7.12.

.1 When the above Contractor deficiencies are cured, payment will be made by Owner for amounts withheld because of the deficiencies within thirty (30) calendar days.

CITY OF SAN ANTONIO

PROJECT NUMBER: 23-00904

DISADVANTAGED BUSINESS ENTERPRISE PERCENTAGE GOAL

The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this construction contract is ___0___% of the contract amount.

CITY OF SAN ANTONIO

CONTRACTOR'S ASSURANCE

(Subcontracts- Federal Aid Projects)

By signing proposal the contractor is giving assurances that all subcontract agreements of $10,000 or more on this project will incorporate the following provisions:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)
Applicable	"Wage Determination Decision"

CITY OF SAN ANTONIO

Child Support Statement

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The State of _____
County of _____

Certification of Absence of Suspension, Debarment, Voluntary Exclusion, or Determination of Ineligibility

The undersigned bidder, under penalty of perjury under the laws of the United States or the State of Texas, certifies that, except as noted herein, the bidder's firm and all persons associated therewith in the capacity of the owner, partner, stockholder, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of any part of the firm's operations:

1. are not currently suspended, debarred, or voluntarily excluded from or determined to be ineligible for bidding by any federal agency;

2. have not been suspended, debarred, voluntarily excluded from of determined to be ineligible for bidding by any federal agency within the past 3 years;

3. do not have a proposed debarment pending with any federal agency, and

4. have not been indicted, convicted, or had a civil judgement rendered against it or any person indicated above by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

All exceptions to the above are recorded in the following space:

_____

_____

_____

_____

_____

The undersigned bidder understands that all exceptions will not necessarily preclude the issuance of a bidding proposal or result in the denial of award of the contract for a federally-funded project. It is also understood that exceptions will be carefully reviewed by the department and by the Federal Highway Administration and may result in rejection of the bid proposal and suspension and debarment of the contractor pursuant to 43 Texas Administrative Code (TAC) Section 9.6, Procedure for Debarment of a Contractor, to 43 TAC 9.7, Procedure for Suspension of a Contractor, to 43 TAC Section 9.8, Supplemental Procedures for Suspension or Debarment of a Contractor, and/or Debarment and Suspension (Non-Procurement) 49 CFR Part 29 (1987).

For any exception noted, the following information explains to whom it applies, the initiating agency, and the dates of action.

The undersigned bidder understands that providing false information mat result in criminal prosecution or administrative sanctions .

_____

_____

_____

_____

_____

_____

_____
Print Firm Name

_____
Signature/Title

Before me, the undersigned authority, a Notary Public, on this personally appeared _____ who, being by me duly sworn, upon oath says that she/he is qualified and authorized to make affidavit for and on behalf of _____ bidder, of _____ County, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing the document above.

Subscribed and sworn to before me by the said _____
Name
this _____ day of _____ , 19 _____ , to certify which witness my hand and seal of office.

_____
Notary Public in and for

_____ County

CITY OF SAN ANTONIO

Statement on Convict Produced Materials & Convict Labor

Each bidder agrees to abide by the Federal Highway Administration's requirements 23 CFR § 635.120 and 23 CFR § 635.417. Below is a reprint of the requirements. Both items refer to hiring convict labor or buying convict-produced materials.

Sec. 635.117 Labor and employment.

(a) No construction work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the SHA unless it is labor performed by convicts who are on parole, supervised release, or probation.

(b) No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.

(c) The selection of labor to be employed by the contractor on any Federal-aid project shall be by the contractor without regard to race, color, religion, sex, national origin, age, or handicap and in accordance with 23 CFR part 230, 41 CFR part 60 and Exec. Order No. 11246 (Sept. 24, 1965), 3 CFR 339 (1964-1965), as amended.

(d) Pursuant to 23 U.S.C. 140(d), it is permissible for SHA's to implement procedures or requirements which will extend preferential employment to Indians living on or near a reservation on eligible projects as defined in paragraph (e) of this section. Indian preference shall be applied without regard to tribal affiliation or place of enrollment. In no instance should a contractor be compelled to layoff or terminate a permanent core-crew employee to meet a preference goal.

(e) Projects eligible for Indian employment preference consideration are projects located on roads within or providing access to an Indian reservation or other Indian lands as defined under the term ``Indian Reservation Roads" in 23 U.S.C. 101 and regulations issued there under.

The terminus of a road ``providing access to" is that point at which it intersects with a road functionally classified as a collector or higher classification (outside the reservation boundary) in both urban and rural areas. In the case of an Interstate highway, the terminus is the first interchange outside the reservation.

(f) The advertisement or call for bids on any contract for the construction of a project located on the Federal-aid system either shall include the minimum wage rates determined by the Secretary of Labor to be prevailing on the same type of work on similar construction in the immediate locality or shall provide that such rates are set out in the bidding documents and shall further specify that such rates are a part of the contract covering the project.

Sec. 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

(b) Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

CITY OF SAN ANTONIO

List Of Examples

The following forms are included as information only and original provided by the City shall be used in submitting the requirements to the City.

1. Working Day Contract (calendar Day Schedule)
2. Performance Bond.
3. Payment Bond.
4. PWDBE Form 4901
5. PWDBE Form 4902
6. PWDBE Form 4903
7. PWDBE Form 4904

THE CITY OF SAN ANTONIO
LOCAL AGENCY MANAGEMENT PROJECTS

WORKING DAY CONTRACT
(CALENDAR DAY SCHEDULE)
(Standard Form)

THIS AGREEMENT made the _____ day of _____in the year _____by and between _____., hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

Prepared by _____, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Commencement of Work - The Work called for in this Contract shall be commenced by Contractor within seven (7) calendar days after receipt by the Contractor of City-issued, written Authorization to Proceed. The Work to be performed under this Agreement is to be completed by Contractor in _____ **( ) Working Days**. For each Calendar Day that any Work shall not be completed after the expiration of the Calendar Days specified in the Contract (to include Calendar Days charged for correction of Contractor deficiencies found during the final inspection), pulse, any extended calendar days allowed by Owner, the amount of liquidated damages assessed per day as stipulated in the Contract and listed below will be deducted from the money owed or to become due the Contractor.

Amount of Contract	Liquidated Damages per Day
$1,000,001 or Over	$700.00
$ 750,001 to $1,000,000	$600.00
$ 500,001 to $ 750,000	$500.00
$ 250,001 to $ 500,000	$400.00
$ 100,001 to $ 250,000	$300.00
$ 50,001 to $ 100,000	$200.00
$ 1 to $ 50,000	$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials and Services: _____

_____**Dollars, ($)**

Article 4. Progress Payments - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Item 9 of the General Requirements and Covenants.

Article 5. Final Invoice - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Item 9 of the General Requirements and Covenants.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. Contract Documents - The Contract Documents consist of Bidding Documents such as: the Advertisement or Invitation to Bid, the Instructions to Bidders, the Contractor's completed Bid Proposal form, the Addenda; the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions), the Plans, the Specifications, the Field Alterations, the Payment and Performance Bonds. 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.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

EXECUTED and SEAL APPLIED at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By:_____
City Manager

ATTEST:

_____
City Clerk

EXAMPLE

IN WITNESS WHEREOF, said Contractor affirms that Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

EXECUTED at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

_____
Contractor

ATTEST:

BY: _____

_____
Secretary

_____
Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____ 20_____

by _____, _____ of _____ a

_____ on behalf of said _____.

_____
NOTARY PUBLIC in and for the State of T E X A S

_____
NOTARY'S PRINTED SIGNATURE

_____
MY COMMISSION EXPIRES:

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF BEXAR } Know all men by these presents:
CITY OF SAN ANTONIO }

1. That we _____, acting by and through _____, (Title)

as Principal, and

_____

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **$**_____ for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

this _____ day of _____, 2007.

By: _____
(Title)

_____
City Manager

_____
Surety

(SEAL)

By: _____

_____
Address of Surety for Service Purposes

EXAMPLE

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF BEXAR } Know all men by these presents:
CITY OF SAN ANTONIO }

1. That we _____, **acting by and through**_____, **(Title),**

as Principal, and _____

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **$**_____ for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Chapter 2253 of the Texas Government Code, and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this ____day of _____ _____ A.D. 200_____.

6. The foregoing bond is approved and accepted
this _____ day of _____, 20_____

By: _____
(Title)

_____
City Manager

_____
Surety

By: _____

(SEAL)

_____
Address of Surety for Service Purposes

PWDBE Form 4901
Rev. 8/2004

City of San Antonio
Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the City of San Antonio for the subject project.

Project #:	**County:**	**Contract- CSJ:**

Items of work to be performed* (attach a list of work items if more room is required):
***All hauling quantities and units of measure should match the bid tab item whenever possible. If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.**

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item

Total Commitment Amount (including attachments): $

If the DBE is a material supplier on this project, the following information is required:

1. Is the material to be supplied to be modified, blended, quarried, or fabricated by the DBE? **If Yes, Please explain in detail.**	1.
If you answered Yes to Question 1 above, you do not need to answer questions 2 - 5.	
2. Where, and from whom, is the DBE material supplier getting the materials?	2.
3. Where does the DBE material supplier store or warehouse the material before it is delivered to the project site?	3.
4. Whose equipment will be used to deliver the DBE's material to the project site? **Explain in detail** any arrangements the DBE has with other distributors, hauling firms, and freight companies.	4.
5. Is the DBE going to be paid with a joint check for materials supplied? If yes, **explain in detail.**	5.

IMPORTANT! The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:	Name/Title (please print):
Address:	Signature:
Phone:	Date:
DBE:	Name/Title (please print):
Vendor No.:	
Address:	Signature:
Phone:	Date:
Subcontractor, if the DBE will be a second tier sub. Subcontractor:	Name/Title (please print):
Address:	Signature:
Phone:	Date:

The City of San Antonio maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. To insure prompt and efficient handling of your project file we are requesting that all commitments be presented to the Public Works Department, Fiscal Planning Management Division, DBE Liaison Officer using this basic format.

City of San Antonio
DBE Monthly Progress Report

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of: (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ % DBE Goal Dollars _____

Vendor Number	Name of DBE or Sub/Supplier	* D	Type of Work	** DBE $ Amt Paid for Work Performed this Period	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers	Amt Paid to DBE to Date

* All payments to DBEs are required to be reported (D=DBE)

** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontractors and haulers from this column.

*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately.

Any changes to the DBE commitments approved by the department must be reported to the area engineer.

Submission of this report for periods of negative DBE activity is required. This report is required until all DBE subcontracting or material supply activity is completed.

I hereby certify that the above is a true and correct statement of the amounts paid to the DBE firms listed above.

Signature: _____ Date: _____
Company Official

This report must be sent to the DBE Liaison's office within 15 days following the end of the calendar month.

The City of San Antonio maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

City of San Antonio
DBE Final Report

The DBE final report form should be filled out by the contractor and submitted to the DBE Liaison's office upon completion of the project. One copy of the report must be submitted to the Project Manager's office. The report should reflect all DBE activity on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

Project: _____ Contract CSJ: _____

County: _____ Control Project: _____

Letting Date: _____ DBE Goal: _____ %

Contractor: _____ Contract Amount: _____

Vendor number	Name of DBE Sub/Supplier	* D	** DBE goal – total $ amt pd to date	*** $ amt pd to non-DBE 2nd tier subs & haulers

* All payments to DBEs are required to be reported (D=DBE)

** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontractors and haulers from this column.

*** DBE subcontractors paid to non-DBE subcontractors/haulers.

This is to certify that _____% of the work was completed by Disadvantaged Business Enterprises and/or Historically Underutilized Businesses as stated above.

By _____ Per: _____

Name of General Contractor Contractor's Signature

Subscribed and sworn to before me, this _____ day of _____, A.D. _____.

Notary Public _____ County

My commission expires: _____.

The City of San Antonio maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

The City of San Antonio
DBE Prime Contractor Payments to Non-DBE Subcontractors

PWDBE Form 4902
(Rev. 4/2004)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of: (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

Name of Non-DBE Subcontractor	$ Amount Paid This Period	Total $ Amount Paid to Date

Send this report to the DBE Liaison Officer. Report is due within 15 days following the end of each calendar month.

Signature: _____ Date: _____
Company Official

The City of San Antonio maintains the information collected through this form. With few exceptions, you are entitled on request, to be informed about the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

ENGINEER SEAL

Project: Salado Creek Bridge
Control:
Highway: CS
County: Bexar

"The enclosed specifications, special specifications, special provisions, general notes and specification data in this document have been issued by me or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification of the responsible engineer is an offense under the Texas Engineering Practice Act."

STATE OF TEXAS
DAVID M. McBETH
59223
REGISTERED
PROFESSIONAL ENGINEER

P.E.

The seal appearing on this document was authorized by David M. McBeth, P.E. on February 10, 2012.

General Decision Number: TX120016 01/06/2012 TX16

Superseded General Decision Number: TX20100017

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons or less	$ 18.36	
Crane, Lattice Boom 80 tons or less	$ 15.87	

Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

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

==========

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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.

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END OF GENERAL DECISION

SPECIAL PROVISION
Form FHWA-1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

    a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

    b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

    a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

    b. The contractor will accept as his operating policy the following statement:

    "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

    a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

    b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

    c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

    d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

    e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

    a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the

contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

    a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

    b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

    c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

    a. The records kept by the contractor shall document the following:

        (1) The number of minority and non-minority group members and women employed in each work classification on the project;

        (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

        (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

        (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

    b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by

special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

   a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and

made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at

less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved

definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

   Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

   The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

   Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer,

mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

    (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

    (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

    (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. In all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment

owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**
(Applicable to all Federal-aid contracts - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

   (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction

originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

the U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "Hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Project Number: 23-00904

County: Bexar

**********GENERAL NOTES**********
2004 Specification Book (Revised August 8, 2011)

G-5 To better fit field conditions, the cross sections may be varied when approved.

G-6 If there are waste areas or material source areas, follow the Texas Aggregate Quarry and Pit Safety Act requirements.

G-7 Any materials removed and not reused and determined to be salvageable shall be stored within the project limits at an approved location or delivered undamaged to the storage yard as directed. Properly dispose unsalvageable materials in accordance with local, state, and federal regulations. Deface traffic signs so that they will not reappear in public as signs.

5-4B. The earthwork information was not developed with computers; therefore, a CD can not be provided. Prior to letting, earthwork cross-sections will be available at the Engineer's office for review by the bidder or for borrowing by copying companies to make copies at the bidder's expense.

5-5 When working near aerial electrical lines or utility poles, comply with Federal, State and local regulations. For electrical lines and poles shown in the plans, if the lines need to be de-energized or if poles need to be braced, contact the electrical company. Work pertaining to de-energizing lines, bracing poles and other protective measures will not be paid by TxDOT or the City of San Antonio.

5-6 Prevention of Migratory Bird Nesting

It is anticipated that migratory birds, a protected group of species, may try to nest on bridges, culverts, vegetation, or gravel substrate, at any time of the year. The preferred nesting season for migratory birds is from February 15 through October 1. When practicable, schedule construction operations outside of the preferred nesting season. Otherwise, nests containing migratory birds must be avoided and no work will be performed in the nesting areas until the young birds have fledged.

Structures

Bridge and culvert construction operations can not begin until swallow nesting prevention is implemented, until after October 1 if it's determined that swallow nesting is actively occurring, or until it's determined swallow nests have been abandoned. If the State installed nesting deterrent on the bridges and culverts, maintain the existing nesting deterrent to prevent swallow nesting until October 1 or completion of the bridge and culvert work, whichever occurs earlier. If new nests are built and occupied after the beginning of the work, do not perform work that can

interfere with or discourage swallows from returning to their nests. Prevention of swallow nesting can be performed by one of the following methods:

1. By February 15 begin the removal of any existing mud nests and all other mud placed by swallows for the construction of nests on any portion of the bridge and culverts. The Engineer will inspect the bridges and culverts for nest building activity. If swallows begin nest building, scrape or wash down all nest sites. Perform these activities daily unless the Engineer determines the need to do this work more frequently. Remove nests and mud through October 1 or until bridge and culvert construction operations are completed.

2. By February 15 place a nesting deterrent (which prevents access to the bridge and culvert by swallows) on the entire bridge (except deck and railing) and culverts.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by nesting swallows. This work is subsidiary to the various bid items.

5-7 Use if work is required in residential areas. Provide a non-intrusive back-up alarm system on all heavy equipment used in close proximity to residential areas. This item is subsidiary to various bid items.

--Item 6--

6-1 Show the stockpile lot and/or sub lot numbers on all tickets for all materials.

--Item 7--

7-2 The total disturbed areas within the project is anticipated at less than one (1) acre. Due to this type of construction, the project qualifies for exclusion under the Construction General Permit (CGP) issued by the Texas Commission on Environmental Quality (TCEQ) on March 5, 2008. However; should the sum of the Engineer's anticipated disturbances and the Contractor's (On ROW and off ROW) PSL's equal or exceed the one (1) acre threshold; both TxDOT and the Contractor have project responsibilities under the CGP that reverts to non-exclusion status. Obtain approval for all non-depicted areas of disturbance that increases the initial soil and vegetation disturbed area estimates before work starts at these locations.

7-3 Notify the Engineer of the disturbed acreage within one (1) mile of the project limits. Obtain authorization from the TCEQ for Contractor PSL's for construction support activities on or off ROW.

--Item 8--

8-2 The number of working days and interim milestones, if any, were calculated using a conceptual time determination schedule that assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. If requested, the Engineer

will supply bidders a CD of the time determination schedule compatible with Primavera Project Planner software. The time determination schedule is provided for informational use only and is not intended for bidding or construction purposes. If the schedule is used for bidding or construction purposes, the bidder accepts the schedule and assumes the responsibility for verifying all aspects of the schedule. The department will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions or discrepancies found in the schedule.

8-2A

--Item 9--

9-1 When approved, provide uniformed, off-duty law enforcement officers with marked vehicles during work that requires a lane closure. The officer in marked vehicles shall be located as approved to monitor or direct traffic during the closure. The method used to direct traffic at signalized intersections shall be as approved. Additional officers and vehicles may be provided when approved or directed.

Complete the daily tracking form provided by the department and submit invoices that agree with the tracking form for payment at the end of each month approved services were provided.

Minimums, scheduling fees, etc. will not be paid; TxDOT will consider paying cancellation fees on a case by case basis.

--Item 420--

420-1 Mass concrete will be measured in place.

420-2 Restrict large aggregate size to ¾" maximum for class "C" concrete used in aesthetic details requiring form liners.

--Item 500--

500-1 "Materials on Hand" payments will not be considered in determining percentages for mobilization payments.

--Item 502--

502-1 Place standard markings no later than 14 days after surface treatment operations are completed.

502-4 After written notification, the time frame to provide properly maintained signs and barricades before considered in non-compliance is 48 hours from receipt of the notification.

Project Number: 23-00904

County: Bexar

502-8 Notify the Engineer 5 business days in advance of any temporary or permanent lane, ramp, connector, etc. closures/detours, restrictions to lane widths, alterations to vertical clearances, or modifications to radii. Any other modifications to the roadway that may adversely affect the mobility of oversized/overweight trucks also require 5 business days advance notice to the Engineer. Unless shown in the TCP, no lane, ramp, connector, etc. closures are allowed during special events. At least one lane has to remain open at all times. For all lane closures, provide written closure information by 1:00PM on the business day prior to the closure. For closures on a Monday or following a Holiday, furnish the information the workday prior to the closure. Lane closures will not be allowed if this reporting requirement is not met.

502-11 In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 2 hours or within a reasonable time frame as specified by the Engineer.

CSJ:
PROJECT:
COUNTY: **BEXAR**
HIGHWAY: **CS**

CITY OF SAN ANTONIO
GENERAL AND SPECIAL SPECIFICATIONS FOR LAM
VERSION 2004

ITEM NO.	DESCRIPTION
Items 1 TO 9	General Requirements and Covenants (COSA)

TEXAS DEPARTMENT OF TRANSPORTATION
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All standard specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEM NO.	DESCRIPTION
100	Preparing Right of Way(103)
110	Excavation(132)
132	Embankment (100)(204)(210)(216)(400)
160	Topsoil
164	Seeding for Erosion Control(162)(166)(168)
168	Vegetative Watering
416	Drilled Shaft Foundations (420)(421)(440)(448)
420	Concrete Structures (421)(427)(440)
442	Metal for Structures (441)(445)(446)(447)(448)(449)
454	Bridge Expansion Joints (442)
500	Mobilization
502	Barricades, Signs and Traffic Handling
752	Tree and Brush Removal

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHATEVER IN CONFLICT WITH

Required Contract Provisions, Federal Aid Construction Contracts
(Form FHWA 1273, March 1994)

Wage Rates

Special Provision	"Partnering" (000-2329-COSA)
Special Provision	"Notice to All Bidders" (000-003-COSA)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" (000-004-COSA)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" (000-006-COSA)
Special Provision	"Certification of Nondiscrimination in Employment" (000-009-COSA)
Special Provision	"Disadvantaged Business Enterprise in Federal-Aid Construction" (000-461-COSA)
Special Provision	"Definition of Terms" (001-015-COSA)
Special Provision	"Control of the Materials" (006-030-COSA)
Special Provision	"Prosecution and Progress" (008-999-COSA)
Special Provision	"Measurement and Payment" (009-009-COSA)
Special Provision	100-002-COSA, Preparing Right of Way
Special Provision	164-004-COSA, Seeding for Erosion Control
Special Provision	416-001-COSA, Drilled Shaft Foundations
Special Provision	420-002-COSA, Concrete Structures
Special Provision	502-033-COSA, Barricades, Signs and Traffic Handling
Special Specification	8000 - COSA, Pedestrian Bridge
Special Specification	9800 - COSA, Project Signs

SPECIAL PROVISION
000—2329 COSA
Partnering

1. General. It is the intent of this provision to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Department and the Contractor.

2. Definitions.

A. Informal Partnering. Partnering that does not make use of a facilitator.

B. Formal Partnering. Partnering where the services of a facilitator (internal or external) are utilized.

3. Procedures for Partnering Meetings and Format. Informal Partnering is required for this project, unless Formal Partnering is mutually agreed to in lieu of the Informal Partnering.

Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

(1) **Internal Facilitators.** A Department or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.

(2) **External Facilitators.** A private firm or individual that is independent of the Contractor and the Department may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval prior to contracting with the facilitator.

Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio/visual equipment. Make all meeting arrangements for Formal Partnering. Use Department facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval prior to finalizing arrangements.

Coordinate facilitator discussions prior to the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Department will invite and provide a list of attendees that includes but is not limited to Department, City, County, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

4. Payment. Expenses for employee time, contractor equipment, or overhead will not be allowed. Markups will not be allowed.

Informal Partnering will be conducted with each party responsible for their own costs.

For Formal Partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including but not limited to meals, travel, and lodging. Department facilitators may be used at no additional cost.

For Formal Partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Department but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved.

SPECIAL PROVISION

000---003

Notice to All Bidders

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SPECIAL PROVISION

000---004

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. **Goals.**

   a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

   b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade (percent)	Goals for female participation in each trade (percent)
See Table 1	6.9

   c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

d. A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. **Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. **Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. **Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1

County	Goals for Minority Participation	County	Goals for Minority Participation
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

County	Goals for Minority Participation	County	Goals for Minority Participation
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0
LaSalle	49.4	Rains	17.2

County	Goals for Minority Participation	County	Goals for Minority Participation
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		
Ward	18.9		
Washington	27.4		

SPECIAL PROVISION

000---006

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its

obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both

minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is per-formed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

SPECIAL PROVISION

000---009

Certification of Nondiscrimination in Employment

By signing this proposal, the bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

SPECIAL PROVISION

000---461

Disadvantaged Business Enterprise in Federal-Aid Construction

1. **Description.** The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal-Aid Construction", of this Special Provision shall apply to this contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this contract. The percentage goal for DBE participation in the work to be performed under this contract will be shown on the proposal.

A. Article A. Disadvantaged Business Enterprise in Federal-Aid Construction.

1. **Policy**. It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:

   a. The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this contract.

   b. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

   c. The requirements of this Special Provision shall be physically included in any subcontract.

   d. By signing the contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 business days,

excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.A.3, "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.

2. Definitions.

a. "Department" means the Texas Department of Transportation.

b. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

c. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Contractor which is paid for in whole or in part with DOT financial assistance.

d. "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise" or "DBE" means a firm certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications."

h. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers,

packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.

i. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

j. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

k. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

l. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

3. **Contractor's Responsibilities**. These requirements must be satisfied by the Contractor.

a. After conditional award of the contract, the Contractor shall submit a completed Form No.SMS.4901, "DBE Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, so as to arrive in the Department's Business Opportunity Programs (BOP) Office in Austin, Texas not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

b. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form No. SMS.4902.

c. A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- If the Program Manager of the BOP Office determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will

be given an opportunity for reconsideration by the Director of the BOP Office.

d. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.

e. The preceding information shall be submitted directly to the Business Opportunity Programs Office, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.

f. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a. of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.

g. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a completed Form No.4901, "DBE Commitment Agreement," for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Prior to approving the substitution, the Department will request a statement from the DBE concerning it being replaced.

h. The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

i. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

4. Eligibility of DBEs.

a. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted contracts.

b. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted contracts. This Directory is available from the Department's BOP Office. An update of the Directory can be found on the Internet at http://www.dot.state.tx.us/business/tucpinfo.htm.

c. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project,

DBEs will only be allowed to perform work in the categories of work for which they are certified.

d. Only DBE firms certified at the time of execution of a contract/subcontract/purchase order, are eligible for DBE goal participation.

5. **Determination of DBE Participation**. When a DBE participates in a contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime contractor toward DBE goals:

a. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

b. A Contractor may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

(1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other subcontractor assistance will not be credited toward the DBE goal.

(2) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

(3) A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the contract.

(a) The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.

(b) The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(c) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement

(d) A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.

(4) When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.

c. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

(3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

(4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance

specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

d. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Department prior to implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

e. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the contractor or its affiliates.

f. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the contract goal or provide an adequate good faith effort when applicable.

6. Records and Reports.

a. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form No. SMS.4903, "DBE or HUB Progress Report," is to be used for monthly reporting. Form No. SMS.4904, "DBE or HUB Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project. The original final report must be submitted to the Business Opportunity Programs Office and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis.

Cancelled checks and invoices should reference the Department's project number.

b. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.

c. All such records must be retained for a period of 3 years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

d. Prior to receiving final payment, the Contractor shall submit Form SMS.4904, "DBE or HUB Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c. of this Special Provision, must be submitted with the "DBE or HUB Final Report."

e. Provide a certification of prompt payment, the Prompt Payment Certification Form 2177, to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

7. **Compliance of Contractor**. To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Contractor's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted to the Area Engineer by the Contractor indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

   The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Area Engineer if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments prior to receiving final payment for the contract.

   Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

   The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime contractor or its affiliates is not allowed.

When a DBE subcontractor, named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Department or such other remedy or remedies as the Department deems appropriate.

B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form No. SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.A.5, "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SPECIAL PROVISION
001---015 - COSA
Definition of Terms

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

The following Articles are voided and replaced by the following:

1.33. Disadvantaged Business Enterprise (DBE). A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

1.85. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

This Item is supplemented by the following:

1.105. Additive Alternate. A bid item contained in a proposal that is not a regular item or a designated alternate bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.106 Base Bid. The total bid (includes regular bid items or corresponding alternate bid items if lower) amount without additive alternates.

1.107. Affiliates. Two or more firms are affiliated if:

- they share common officers, directors, or stockholders;
- a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms;
- an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms;

- the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm;

- one firm controls or has the power to control another of the firms; or,

- the firms are closely allied through an established course of dealings, including but not limited to the lending of financial assistance.

1.108. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

SPECIAL PROVISION
009---009 -COSA
Measurement and Payment

For this project, Item 009, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 9.3.1. Progress Payments, Section B, Payment Provisions for Subcontractors is voided and replaced by the following:

B. Payment Provisions for Subcontractors. For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the department. Pay the subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Department; and
- the work done by the subcontractor has been inspected, approved, and paid by the Department.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.14, "Contractor's Responsibility for Work."

The Department may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

SPECIAL PROVISION
008 - 999 – COSA-1
Prosecution and Progress

For this project, Item 8, "Prosecution and Progress" of the City of San Antonio's Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Guidance to Contractors in preparing LAM Project Schedules

All Contractor CPM schedules shall be calculated and delivered to COSA in Primavera Systems, Inc. software. Acceptable versions are Primavera 5.0 and above or Primavera Contractor version 4.1 and above.

8.12 Critical Path Method is voided and replaced with the following:

8.12 Critical Path Method Project Schedule. The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of execution of work that he intends to follow in order to complete the contract within the allotted time. The project schedule shall employ computerized CPM for the planning, scheduling and reporting of the Work as described in this specification. The CPM project schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using Primavera Project Manager 5.x or Primavera Contractor 4.1 or above. The observance of the requirements herein is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the contract.

.1 Personnel. The Contractor shall provide an individual, referred to hereafter as the Scheduler, to create and maintain the Project Schedule. The Scheduler shall be proficient in Critical Path Method (CPM) analysis as demonstrated through certification from Project Management Institute (PMI), Association for the Advancement of Cost Engineering (AACE) or possess sufficient experience to be able to perform required tasks on the specified software and be able to prepare and interpret reports from the software. The Scheduler shall be made available for discussion or meetings when requested by the City.

.2 Project Schedule. At least twenty (20) calendar days prior to the preconstruction conference, the Contractor shall submit a Project Schedule which shall show the sequence and interdependence of activities required for complete performance of the work. All schedule submittals shall be in the electronic form to include PDF plots of the schedule, a PDF plot defining the

Critical Path and two week look-ahead, and include the native Primavera file format. The Contractor shall submit the schedule via electronic mail, CD-Rom, floppy disc, or any other electronic media acceptable to the City. The City will review the Project Schedule within twenty (20) calendar days for compliance with the specifications and notify the Contractor at the conference of its acceptability. No work shall begin until the Project Schedule has been accepted by the City.

a. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all necessary work items are included and work sequences are logical and show a coordinated plan of the work. The purpose of the City requiring the Project Schedule shall be to:
    i. Ensure adequate planning during the execution and progress of the work in accordance with the allowable number of calendar days and all milestones;
    ii. Assure coordination of the efforts of the Contractor, City, Utilities and others that may be involved in the project and that activities are included in the schedule highlighting coordination points with others;
    iii. Assist the Contractor and City in monitoring the progress of the work and evaluating proposed changes to the contract; and,
    iv. Assist the City in administering the contract time requirements.

b. Each activity on the Project Schedule shall be described by: an activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the City; concise description of the work represented by the activity; and, activity durations in whole calendar days with a maximum of twenty (20) calendar days. Durations greater than twenty (20) calendar days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the City and Contractor. The Contractor shall provide to the City a legend for all abbreviations. The activities shall be coded so that organized plots of the Project Schedule may be produced. Typical activity coding includes traffic control phase, location and work type. Show an estimated production rate per working day for each work activity. Activity durations shall be based on the production rates shown.

c. Seasonal weather conditions shall be considered and included in the Project Schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete

paving, structures, asphalt, drainage, etc.). **Project and work calendars should be updated each month to show days actually able to work on the various work activities.**

d. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the Project Schedule is a shared commodity between the City and the Contractor.

e. Only City responsible delays in activities that affect milestone dates or the contract completion date, as determined by CPM analysis, will be considered for a time extension.

f. The project shall be grouped by PROJECT and the original and remaining duration shall be displayed. The grouping band will, by default, report work days planned. Two additional level of effort activities shall be added to the schedule as "time calculators," one with a seven day calendar without holidays and the other with a seven day calendar with City holidays. The calculation of their days will show up in the duration columns in Primavera.

g. Work shall be scheduled based upon the contractor's standard work week utilizing the appropriate calendar assignments in Primavera software. If the Contractor initial baseline plan is to perform the Work on a six or seven day work week, then the appropriate calendar in Primavera must be used and the Engineer must be notified in writing through the Submittal process. This does not affect the total calendar days allotted by the contract.

h. Setting Up working day calendar. Assign working calendars for the days you plan to work. Designate all City holidays (12) as non-working days (holidays). For dates beyond the current calendar year assume that the City holidays are the same as the current calendar year.

i. Organization and coding:
    i. Code and organize all work by Work Breakdown Structure (WBS). An example WBS will be provided by the City.

j. Submittals shall be included in the schedule with a logical tie to what each drives. Rejected submittals that are re-submitted constitute adding an activity to the schedule to represent the re-Submittal and the activity number should equal the Submittal number i.e., if the original Submittal was 100, then the activity number should be 100 as well. If the re-Submittal number is 100A, then the activity number should be 100A as well.

k. Approved Change Orders shall be added to the schedule.

l. Constraints are limited to project start, project finish, material delivery, and use on Submittals. If a schedule requires additional constraints, then an explanation shall accompany the schedule Submittal.

m. The schedule shall include activity milestones for material delivery.

n. Default progress is disallowed.

o. If work is performed out of sequence, then an explanation must be included in the project narrative.

.3 Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed Project Schedule, the City shall evaluate the schedule for compliance with this specification, and notify the Contractor of its findings. If the City requests a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the City within seven (7) calendar days. If the Contractor submits a Project Schedule for acceptance, which is based on a sequence of work not shown in the plans, then the Contractor shall notify the City in writing, separate from the schedule submittal.

a. The City's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the contract documents only. Review and acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule or of the Contractor's ability to meet interim milestone dates (if specified) and the contract completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the City review does not detect this omission or error, such omission or error, when discovered by the Contractor or City shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

.4 Updates. The Project Schedule shall be updated on a monthly basis. The Project Schedule update shall be submitted one week prior to the pay application submittal. The Contractor shall meet with the City each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, the percentage of work completed, the remaining duration of each activity started and/or completed, and the amount of work to complete with an analysis of the relationship between the remaining duration of the activity and the quantity of material to install over that given period of time with a citation of past productivity. The percentage of work complete shall be calculated by utilizing the quantity installed divided by the budgeted quantity from the baseline schedule. The monthly schedule update

package shall include a progress narrative explaining progress, defining the Critical Path, identification of any potential delays, etc.

The project schedule update shall be grouped by Project, then WBS. The layout shall include the following columns:

a. Activity ID

b. Activity Description

c. Original Durations

d. Remaining Durations

e. Start and Finish Dates

f. Baseline Start and Finish Dates

g. Total Float

h. Performance Percent Complete

i. Display logic and target bars in the Gantt bar chart view

Narrative Requirements

a. General progress for the update period

b. Identify work performed out of sequence

c. Change to project's logic

d. Identify constraints

e. Define critical path of project

f. Identify delays that occurred and potential delays

The narrative shall be completed using the narrative template provided.

.5 Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the City in writing and submit the proposed schedule revision. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. Major changes are hereby defined as those that may affect compliance with the contract requirements or those that change the critical path. All other changes may be accomplished through the monthly updating process without written notification.

.6 Time Impact Analysis. The Contractor shall notify the City when an impact may justify an extension of contract time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the City within twenty (20) calendar days after receipt will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits his right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

a. When changes are initiated or impacts are experienced, the Contractor shall submit to the City a written time impact analysis describing the influence of each change or impact. A "time impact analysis" is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the project, as represented by the schedule. The purpose of the time impact analysis is to determine if the overall project has been delayed, and if necessary, to provide the Contractor and the City a basis for making adjustments to the contract.

b. A time impact analysis shall consist of one or all of the steps listed below:

   Step 1. Establish the status of the project before the impact using the most recent project schedule update prior to the impact occurrence.

   Step 2. Predict the effect of the impact on the most recent project schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

   Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

   Step 4. Compare the status of the work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the project, the effects of the impact may extend to include a reasonable period for remobilization.

c. The time impact analysis shall be electronically submitted to the City. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the City the need for any modification to its time impact analysis. One (1) copy of each time impact analysis shall be submitted

within fourteen (14) calendar days after the completion of an impact. The City may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of contract time. Approval or rejection of each time impact analysis by the City shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

PROJECT SCHEDULE NARRATIVE

PROJECT NAME:	
CONTRACTOR NAME:	
PERIOD ENDING:	
SUBMITTAL DATE:	
PREPARED BY:	

Evaluation Summary	
NTP:	
Data Date:	
Contractual Completion Date:	
Current Scheduled Completion Date:	
Previous Period Scheduled Completion Date:	
Contract Calendar Days:	

Yes	No	
		Contractor has included both a hard copy (pdf) and the native Primavera file format?
		Project calendars have been updated to reflect actual charged working days for the progress period, according to the contract time statement?
		Schedule update reflects approved change orders for the progress period?
		Have any major changes been made to the schedule? *(A major change is defined as those that may affect compliance with the contract requirements or those that change the critical path. If yes, written notification is required to include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule.)* If yes, provide details in Section 3 & 5 below.
		Are any delays included in this schedule submittal for which the Contractor intends to submit a Time Impact Analysis (TIA) for a claim delay? If yes, provide details in Section 6 below.

1. Identify general progress for the update period.
2. Identify work performed out of sequence and provide an explanation for the reason.

3. Describe any changes made to the project's logic and the reason for the change(s).
4. Identify any new constraints used and provide an explanation for their use.
5. Define the critical path of the project, including any changes from the previous update.
6. Identify any delays that have occurred for the progress period, the reason for the delay, and current status.
7. Identify any potential delays and possible mitigation efforts.
8. Other comments.

SPECIAL PROVISION
100---002 COSA
Preparing Right of Way

For this project, Item 100, "Preparing Right of Way," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 100.4. Payment. The second paragraph is voided and replaced by the following:

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.8, "Final Acceptance."

SPECIAL PROVISION
164---004 COSA
Seeding for Erosion Control

Item 164, "Seeding for Erosion Control," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 164.2.D. Cellulose Fiber Mulch is voided and replaced by the following:

Use only bonded fiber matrix that are on the approved list published in "Field Performance of Erosion Control Products," available from the Maintenance Division. Use material of the class and type as shown on the plans and provide a copy of the manufacturer's label for the selected product.

Article 164.3. Construction. The following is added after the first sentence:

Use approved equipment to vertically track the seedbed as shown on the plans or as directed by the Engineer.

Article 164.3.C. Cellulose Fiber Mulch Seeding is voided and replaced by the following:

C. Bonded Fiber Matrix Seeding. Plant seed according to Section 164.3.A, "Broadcast Seeding". Immediately after planting the seed or seed mixture, apply the bonded fiber matrix uniformly over the seeded area using suitable equipment. Applications should be made in accordance to the Product Installation Sheet published in "Field Performance of Erosion Control Products" available from the Maintenance Division.

Article 164.5. Payment is voided and replaced by the following:

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Bonded Fiber Matrix Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Bonded Fiber Matrix Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching." This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item. Water for irrigating the seeded area, when specified, will be paid for under Item 168, "Vegetative Watering."

SPECIAL PROVISION
416---001 COSA
Drilled Shaft Foundations

For this project, Item 416, "Drilled Shaft Foundations," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 416.5. Payment, Section A. Drilled Shaft is voided and replaced by the following.

A. Drilled Shaft. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Drilled Shaft" or "Drilled Shaft (Non-reinforced)" or "Drilled Shaft (Sign Mounts)" or "Drilled Shaft (High Mast Pole)" or "Drilled Shaft (Roadway Illumination Pole)" or "Drilled Shaft (Traffic Signal Pole)" of the specified diameter, subject to the limitations for overruns authorized by the Engineer given in Section 416.5.A.1, "Overrun."

Article 416.5. Payment, Section A. Drilled Shaft, Section 2. Maximum Plan Length Shaft is supplemented by the following.

- For roadway illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any roadway illumination pole included in the contract.
- For traffic signal poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any traffic signal pole included in the contract.

SPECIAL PROVISION
442---016 COSA
Metal for Structures

For this project, Item 442, "Metal for Structures," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 442.2, "Materials," Section A, "Structural Steel," Section 1, "Bridge Structures." The third sentence is voided and not replaced.

Article 442.5, "Payment," is voided and replaced by the following:

442.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Steel" of the type (Rolled Beam, Plate Girder, Tub Girder, Box Girder, Railroad Through-Girder, Railroad Deck-Girder, Miscellaneous Bridge, Miscellaneous Non-Bridge) specified. This price is full compensation for materials, fabrication, transportation, erection, paint, painting, galvanizing, equipment, tools, labor, and incidentals.

SPECIAL PROVISION
502---033 COSA
Barricades, Signs, and Traffic Handling

For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance is voided and replaced by the following:

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

Special Specification
8000 – COSA
Pedestrian Bridge

Salado Creek Bridge

1.0 GENERAL

1.1 Scope

These specifications are for a fully engineered clear span bridge of steel construction and shall be regarded as minimum standards for design and construction. These specifications are based on products designed and manufactured by CONTECH Bridge Solutions a Continental Bridge brand, 8301 State Highway 29 North, Alexandria, MN 56308.
Phone: 1-800-328-2047 or (320) 852-7500 Fax: 320-852-7067
E-mail: akaman@contech-cpi.com

1.2 Qualified Suppliers

Each bidder is required to identify their intended bridge supplier as part of the bid submittal. Qualified suppliers must have at least 5 years experience fabricating these type structures. Qualified suppliers must attend the pre-bid meeting and be prepared to answer project related questions.

Pre-approved Manufacturers:
CONTECH Bridge Solutions Inc.
8301 State Highway 29 North
Alexandria, Minnesota 56308
1-800-328-2047

* Product Literature

* All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:

  - Representative design calculations
  - Representative drawings
  - Splicing and erection procedures
  - Warranty information
  - Inspection and Maintenance procedures
  - AISC Shop Certification
  - Welder Qualifications

* Proposed suppliers must have at least five (5) years experience designing and fabricating these type structures and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

  The engineer will evaluate and verify the accuracy of the submittal prior to bid. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The engineer's ruling shall be final.

2.0 GENERAL FEATURES OF DESIGN

2.1 Span

Bridge span shall be 120'-0" (straight line dimension) and shall be as measured from each end of the bridge structure.

2.2 Width

Bridge width shall be 12'-0" and shall be as measured from the inside face of structural elements at deck level.

2.3 Bridge System Type

Bridge(s) shall be designed as a Continental Connector Truss (P1-SQ) (or equal), that has one (1) diagonal per panel and plumb end vertical members. Interior vertical members may be either plumb or perpendicular to the chord faces.

2.3.1 Bridge(s) shall be designed utilizing an H-Section configuration where the floor beams are placed up inside the trusses and attached to the truss verticals.

2.3.2 The bridge manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements.

2.3.3 The top of the top chord shall not be less than 54 inches above the deck (measured from the high point of the riding surface) on bike path structures.

2.4 Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

2.5 Attachments

2.5.1 Safety Rails

Horizontal safety rails shall be placed on the structure up to a minimum height of x′-xx″ above the deck surface. Safety rails shall be placed so as to prevent a 4″ sphere from passing through the truss. Safety rails shall be placed on the inside or outside of the structure at the bridge fabricator's option. Safety rails placed on the inside of the truss shall have their ends sealed and ground smooth so as to produce no sharp edges.

The safety rail system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

2.5.5 Rubrails

The bridge will be supplied with a 1"x 5-1/2" (actual size) naturally durable hardwood Ipe (Tabebuia Spp Lapacho Group) rubrail. Rubrail shall be partially air dried to a moisture content of 15% to 20%, shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8″. Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.04 inches. Ends of each piece shall be sealed with "Anchorseal" Mobil CER-M or an equal aquious wax log sealer.

Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The span of the rubrail from centerline to centerline of support shall not exceed 6′-6″.

The top of the rubrail shall be 3′-6″ above the top of the deck (measured at the outside edge of the deck).

2.6 Camber

The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

2.7 Elevation Difference

The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

3.0. ENGINEERING

Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in ***The State of Texas***.

3.1 Design Loads

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

3.1.1 Dead Load

The bridge structure design shall consider its own dead load (superstructure and original decking), as well as the additional loads listed below:

3.1.2 Uniform Live Load

3.1.2.1 Pedestrian Live Load

Main Members: Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of 85 pounds per square foot of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum stress in the member being designed. If the bridge walkway area to which the pedestrian live load is applied (deck influence area) exceeds 400 square feet, the pedestrian live load may be reduced by the following equation:

$$w = 85\,[0.25 + \frac{15}{\sqrt{A_I}})]$$

Where w is the design pedestrian load (psf) and A_I is the deck influence area in square feet.

The reduced design live load shall not be less than 65 pounds per square foot of bridge walkway area.

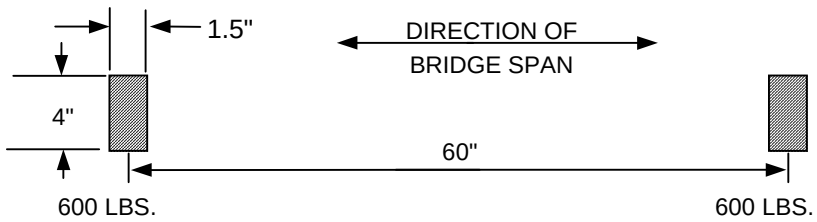
Secondary Members: Bridge decks and supporting floor systems, including secondary stringers, floor beams and their connections to main supporting members shall be designed for a live load of 85 pounds per square foot, with no reduction allowed.

3.1.3 Concentrated Loads

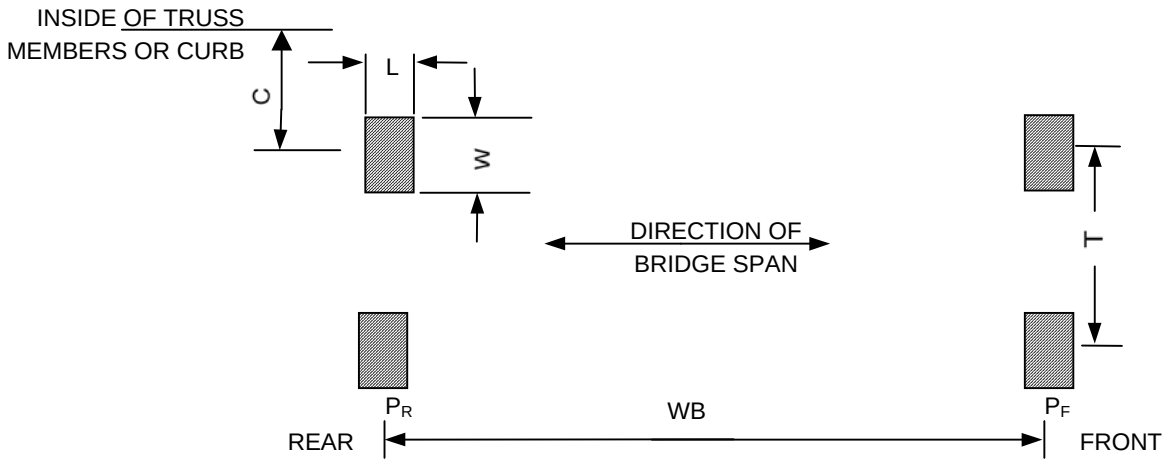
The bridge superstructure, floor system and decking shall be designed for each of the following point load conditions:

3.1.3.1 A concentrated load of 1000 pounds placed on any area 2.5 ft x 2.5 ft square.

3.1.3.2 A 1200 pound two wheel vehicle with a wheelbase and tire print area as shown in the following diagram:



3.1.3.3 A 10,000 pound four wheeled vehicle with the appropriate wheelbase, tire track and tire print area as shown in the following diagram: (See Table I for the values corresponding to the selected vehicle.)



Vehicle	Axle and Wheel Spacings		Front Wheels			Rear Wheels			
Weight	WB	T	P_F	L	W	P_R	L	W	C*
4,000#	48"	32"	1,000#	2.0"	5.0"	1,000#	2.0"	5.0"	9"
6,000#	66"	48"	1,500#	2.5"	6.0"	1,500#	2.5"	6.0"	12"
8,000#	102"	60"	1,600#	3.0"	8.0"	2,400#	3.0"	8.0"	15"
10,000#	120"	72"	2,000#	3.5"	8.5"	3,000#	3.5"	8.5"	18"

(*C is the minimum dimension from center of wheel to the inside face of truss or curb.)

TABLE I

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses need be calculated assuming there is only one vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load will not be allowed.

Each four wheeled vehicle load listed in Table I, up to and including the maximum weight vehicle selected, must be used in determining critical deck stresses. The wheel distribution for deck design shall be as specified in Section 4.3.1. Stringers shall be designed for the applied wheel loads assuming no lateral load distribution to adjacent stringers.

A vehicle impact allowance is not required.

3.1.4 Wind Load

3.1.4.1 Horizontal Forces

The bridge(s) shall be designed for a wind load of 25 pounds per square foot on the full vertical projected area of the bridge as if enclosed. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

3.1.4.2 Overturning Forces

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot of deck.

3.1.5 Stream Load

The bridge will be subjected to a stream loading for which the bridge must be designed to withstand. The maximum velocity of the stream will be 6fps. The bridge will be totally submerged at the peak velocity of the stream loading condition.

3.1.7 Top Chord/Railing Loads

The top chord, truss verticals, and floor beams shall be designed for lateral wind loads (per section 3.1.4.1) and for any loads required to provide top chord stability as outlined in Section 3.3.6; however, in no case shall the load be less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord or at the top of the safety system (54" above deck level), if higher than the top chord.

3.1.9 Load Combinations

The loads listed herein shall be considered to act in the following combinations, whichever produce the most unfavorable effects on the bridge superstructure or structural member concerned. [DL=Dead Load; LL = Live Load; WL = Wind Load; VEH = Vehicle Load]

DL + LL
DL + VEH
DL+WL
DL+LL+WL
DL+VEH+.3WL

NOTE: Allowable stresses may be increased 1/3 above the values otherwise provided when produced by wind loading, acting alone or in combination with the design dead and live loads.

It shall be the responsibility of the foundation engineer to determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the abutments.

3.2 Design Limitations

3.2.1 Deflection

3.2.1.1 Vertical Deflection

The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/400 of the span.

The vertical deflection of cantilever spans of the structure due to service pedestrian live load shall not exceed 1/300 of the cantilever arm length.

The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans.

The service pedestrian live load shall be 85 PSF, reduced in accordance with Section 3.1.2.1, but should in no case be less than 65 PSF for deflection checks.

Deflection limits due to occasional vehicular traffic shall not be considered.

3.2.1.2 Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span under an 85 MPH (25 PSF) wind load.

3.2.2 Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be 3/16" nominal and be in accordance with the AISC Manual of Steel Constructions' "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

3.3 Governing Design Codes / References

Structural members shall be designed in accordance with recognized engineering practices and principles as follows:

3.3.1 Structural Steel Allowable Stresses

American Institute of Steel Construction (AISC).

Structural steel design shall be in accordance with those sections of the "Manual of Steel Construction: Allowable Stress Design" related to design requirements and allowable stresses.

3.3.2 Welded Tubular Connections

American National Standards Institute / American Welding Society (ANSI/AWS) and the Canadian Institute of Steel Construction (CISC).

All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code or in accordance with the "Design Guide for Hollow Structural Section Connections" as published by the Canadian Institute of Steel Construction (CISC).

When outside the “validity range” defined in these design guidelines, the following limit states or failure modes must be checked:

* Chord face plastification
* Punching shear (through main member face)
* Material failure
    - Tension failure of the web member
    - Local buckling of a compression web member
* Weld failure
    - Allowable stress based on “effective lengths”
    - “Ultimate” capacity
* Local buckling of a main member face
* Main member failure:
    - Web or sidewall yielding
    - Web or sidewall crippling
    - Web or sidewall buckling
    - Overall shear failure

All tubular joints shall be plain unstiffened joints (made without the use of reinforcing plates) except as follows:

* Floor beams hung beneath the lower chord of the structure may be constructed with or

without stiffener (or gusset) plates, as required by design.

* Floor beams which frame directly into the truss verticals (H-Section bridges) may be designed with or without end stiffening plates as required by design.

* Where chords, end floor beams and in high profiles the top end struts weld to the end verticals, the end verticals (or connections) may require stiffening to transfer the forces from these members into the end vertical.

* Truss vertical to chord connections.

NOTE: The effects of fabrication tolerances shall be accounted for in the design of the structure. Special attention shall be given to the actual fit-up gap at welded truss joints.

3.3.4 Wood

American Institute of Timber Construction (AITC), the U.S. Forest Products Laboratory, and the American Forest & Paper Association (AF&PA).

Sawn lumber shall be designed in accordance with the ANSI/AF&PA NDS, "National Design Standard for Wood Construction", as published by the American Forest & Paper Association or the "Timber Construction Manual" as published by the American Institute of Timber Construction (AITC). Design properties for naturally durable hardwoods shall be in accordance with "Tropical Timbers of the World", as published by the U.S. Forest Products Laboratory.

3.3.5 Concrete

American Concrete Institute (ACI)

Reinforced concrete shall be designed in accordance with the "Building Code Requirements for Structural Concrete" (ACI 318).

3.3.6 Top Chord Stability

Structural Stability Research Council (SSRC), formerly Column Research Council.

The top chord shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50 percent for parallel chord truss bridges or 100 percent for bowstring bridges. The design approach to prevent top chord buckling shall be as outlined by E.C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss. See Appendix A for the calculation of the spring constant C and the determination of an appropriate K factor for out-of-plane buckling.

In addition, for the dead load plus vehicle load combination, the spring constant "C" furnished by the transverse "U-Frames" shall not be less than "C" required as defined by:

$$C\ required = \frac{1.46\ P_c}{L}$$

where P_c is the maximum top chord compression due to dead load plus the vehicle load times the appropriate safety factor (1.5 for parallel chord truss bridges or 2.0 for bowstring bridges) and L is the length in inches of one truss panel or bay.

For uniformly loaded bridges, the vertical truss members, the floor beams and their connections (transverse frames) shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than .004 times that top chord load, applied at the top chord panel points of each truss. The top chord load is determined by using the larger top chord axial force in the members on either side of the "U-frame" being analyzed. For end frames, the same concept applies except the transverse force is 1% of the axial load in the end post member.

For bridges with vehicle loads, the lateral force applied at the top chord elevation for design of the transverse frames shall not be less than 1% of the top chord compression due to dead load plus any vehicle loading.

The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are “fixed” to the trusses at each end.

NOTE: The effects of three dimensional loading (including “U-frame” requirements) shall be considered in the design of the structure. The “U-frame” forces shall be added to the forces derived from a three dimensional analysis of the bridge.

4.0 MATERIALS

4.1 Steel

4.1.1 Unpainted Weathering Steel

Bridges which are not to be painted shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes (Fy = 50,000 psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.

4.3 Decking

4.3.1 Concrete Deck

The bridge shall be furnished with a stay-in-place galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load or a 150 pound concentrated load on a 1′-0″ wide section of deck. When edge supports are used, deflection is limited to 1/180 of the span or 3/4″, whichever is less. Without edge supports, deflection shall be limited to 1/180 of the span or 3/8″, whichever is less.

The form deck shall be either smooth or composite. Composite decking shall not be used as reinforcing when designing for vehicular wheel loads. The form deck material shall be supplied in accordance with ASTM A653 and galvanized to a minimum G90 coating weight.
The deck slab shall be constructed using concrete with a minimum 28-day strength (f'_c) of ***4000*** PSI. Use Normal weight concrete (145 PCF).

Concrete deck design shall be performed by the bridge manufacturer. Concrete decks shall be designed for concentrated loads as specified in Section 3.1.3. The wheel loads used for deck design shall be distributed per the Structural Engineering Handbook, 4th Ed., by Gaylord, Gaylord and Stallmeyer. The load distribution width is equal to the tire width plus 0.6 times the slab span but in no case will it be greater than the smallest of the following values:

1. 1/2 the deck width,
2. 75% of the wheel track spacing, or
3. 4′ + 0.06S, per AASHTO, where S = slab span in feet

5.0 WELDING

5.1 Welding

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", 1996 Edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1, Section 3.7.3.

5.2 Welders

Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

6.0 SUBMITTALS

6.1 Submittal Drawings

Schematic drawings and diagrams shall be submitted to the customer for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0.

6.2 Structural Calculations

Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. All calculations shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

* All AISC allowable stress checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).

* Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections (see section 3.3.2 for design check requirements).

* All bolted splice connections.

* Main truss deflection checks.

* U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord) for all half through or "pony" truss bridges.

* Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered.

6.3 Welder certifications in compliance with AWS standard qualification tests.

6.4 Welding procedures in compliance with Section 5.1.

7.0 FABRICATION

7.1 General Requirements

7.1.1 Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.1.2 Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9 (See AWS Figure 3.2). Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.8. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness (See Figure 7.1). The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps> 1/16").

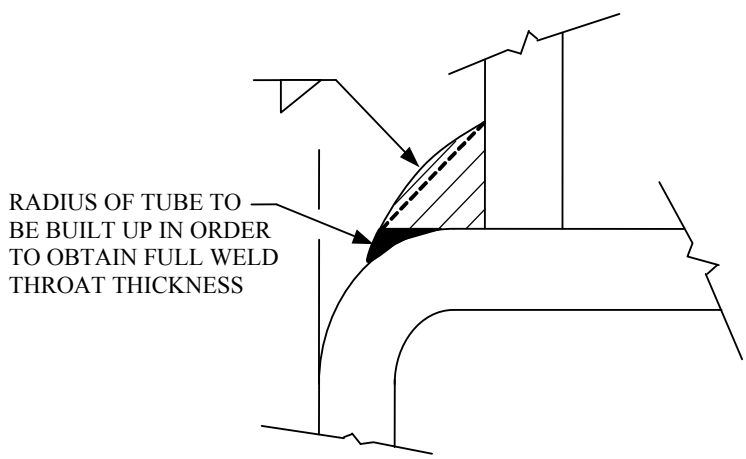


FIGURE 7.1
BUILD UP RADIUS WELD

The fabricator shall have verified that the throat thickness of partial joint penetration groove welds

(primarily matched edge welds or the flare-bevel-groove welds on underhung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be “flushed” out when required to obtain the full throat or branch member wall thickness.

For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter, including corners. Backing may be of four types:

* A “box” welded up from four (4) plates.

* Two “channel” sections, bent to fit the inside radius of the tube, welded together with full penetration welds.

* A smaller tube section which slides inside the spliced tube.

* A solid plate cut to fit the inside radius of the tube.

Corners of the “box” backing, made from four plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the “high side” of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the “flats”.

7.2 Quality Certification

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program with Fracture Critical Endorsement. Quality control shall be in accordance with procedures outlined for AISC certification. For painted structures, the fabricator must hold a "Sophisticated Paint Endorsement" as set forth in the AISC certification program. Furthermore, the bridge(s) shall be fabricated in a facility owned and/or leased by the corporate owner of the manufacturer, and fully dedicated to bridge manufacturing.

8.0 FINISHING

8.1 Blast Cleaning

8.1.1 Bare applications of enhanced corrosion resistant steels.

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

9.0 DELIVERY AND ERECTION

Delivery is made to a location nearest the site which is easily accessible to normal over-the-road

tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival.

The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of others.

The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

10.0 BEARINGS

10.1 Bearing Devices

Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate which is welded to the bridge structure shall bear on this setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

Bridges in excess of 100 feet in length or bridges with dead load reactions of 15,000 pounds or more (at each bearing location) shall have teflon on teflon or stainless steel on teflon slide bearings placed between the bridge bearing plate and the setting plate. The top slide plate shall be large enough to cover the lower teflon slide surface at both temperature extremes.

11.0 FOUNDATIONS

Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the foundation engineer. The contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

12.0 PAYMENT

A partial payment or "deposit" for the prefabricated bridge shall be made upon order and storage as required by the terms of the manufacturer.

13.0 WARRANTY

The bridge manufacturer shall warrant that it can convey good title to the goods, that they are free of liens and encumbrances and that their steel structure(s) are free of design, material and workmanship defects for a period of ten years from the date of delivery. Durable hardwood decking and hardwood attachments shall carry a ten-year warranty against rot, termite damage or fungal decay. Other types of wood and decking material such as Southern Yellow Pine, Douglas Fir and composites carry no warranty. There are no warranties, expressed or implied with respect to structures sold hereunder which are used, supplied for use or made available for use in any nuclear application of which bridge manufacturer has not been notified in

writing at the time of order of the structure(s).

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not expressly warranted. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied which show compliance with the minimum guidelines specified in the "Recommendations for the Inspection and Maintenance of Steadfast Vehicular Steel Bridges and Continental Pedestrian Steel Bridges," attached hereto and incorporated herein by this reference.

Repair, replacement or adjustment, at the sole discretion of the bridge manufacturer, shall be the exclusive remedy for defects under this warranty. Under no circumstances shall the bridge manufacturer be liable for any consequential or incidental damages.

Any claim under this warranty shall be made promptly and directly to CONTECH Bridge Solutions Inc who shall have the option, at its sole discretion, to repair, replace or adjust any covered defect without charge to the original purchaser.

SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
REV: 10/07

14.0 APPROVAL CHECKLIST

The following checklist will be used in the evaluation of all submittals to assure compliance with the Special Specifications for Prefabricated Bridge. This checklist is considered the minimum acceptable requirements for compliance with these specifications. Any deviations from this checklist shall be considered grounds for rejection of the submittal. Any costs associated with delays caused by the rejection of the submittal, due to non-compliance with this checklist, shall be fully borne by the contractor and bridge supplier.

SUBMITTAL DRAWINGS
Data Required to be Shown:

- □ Bridge Elevation
- □ Bridge Cross Section
- □ All Member Sizes
- □ All Vertical Truss Members are Square or Rectangular Tubing
- □ Bridge Reactions
- □ General Notes Indicating
  - □ AISC Stress Conformance
  - □ Material Specifications to be Followed
  - □ Design Live Load
  - □ Design Vehicle Load (If Applicable)
  - □ Design Wind Load
  - □ Other Specified Design Loads
  - □ Welding Process
  - □ Blast Cleaning
  - □ Paint System to be Used (If Applicable)
- □ Paint Color Chart (If Applicable)
- □ Detailed Bolted Splices (If Applicable)
- □ Bolted Splice Location (If applicable)
- □ Signature and Seal of Professional Engineer, licensed in Accordance with Section 3.0

DESIGN CALCULATIONS
Data Required to be Shown:

- □ Data Input for 3-D Analysis of Bridge
  - □ Joint Coordinates & Member Incidences
  - □ Joint and Member Loads
  - □ Member Properties
  - □ Load Combinations
- □ AASHTO Member Stress Checks for Each Member Type
- □ Critical Connection Failure Mode Checks For Each Member Type
  - □ Chord Face Plastification Checks
  - □ Punching Shear Checks
  - □ Material Failure Checks (Truss Webs)
  - □ Weld Failure Checks (Effective Length)
  - □ Weld Failure Checks (Ultimate)
  - □ Local Buckling of the Main Member Face Checks
  - □ Main Member Yielding Failure Checks
  - □ Main Member Crippling Failure Checks
- □ Main Member Buckling Failure Checks
- □ Main Member Shear Failure Checks
- □ All Bolted Splice Checks (if applicable)
- □ Main Truss Deflection Checks
- □ Decking Material Checks
- □ "U-Frame" Stiffness Checks (if applicable)
- □ Interior and End Portal Design Checks (if applicable)
- □ Determination of Top Chord K Factor Based on "U-Frame" Stiffness (if applicable)
- □ Consideration of Individual Member Moments Due to Truss Deflection, Joint Fixity and Joint Eccentricity

FABRICATION SUBMITTALS
Data Required to be Shown:

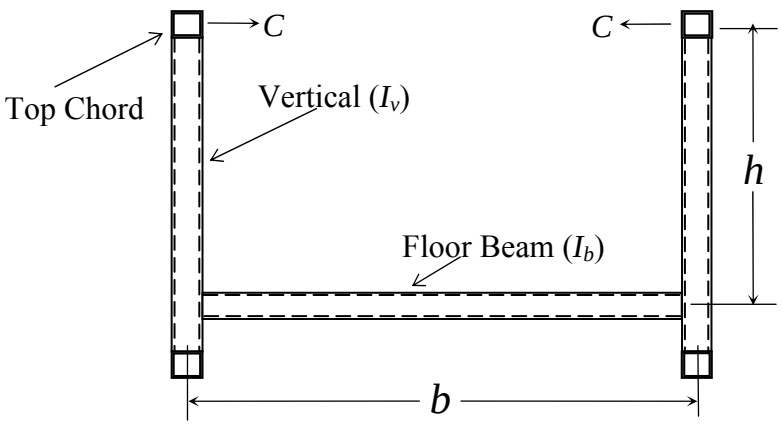
- □** Written Installation Instructions
- □** Written Splicing Instructions
- □** Written Maintenance & Inspection Instructions
- □** Welder Certifications
- □** Welding Procedures
- □ Material Certifications (if applicable)
  - □ Structural Steel (if applicable)
  - □ Decking (if applicable)
  - □ Structural Bolts (if applicable)
  - □** Quality Control Section of AISC Certification Manual (if applicable)
  - □** Painter Certifications (if applicable)
  - □ Weld Testing Reports (if applicable)

** NOTE: These items are required to be submitted along with Submittal Drawings and Design Calculations. Those Fabrication Submittal Items not marked are to be submitted prior to shipment of the bridge.

Appendix A

1/K FOR VARIOUS VALUES OF CL/P_c and n

	n						
1/K	4	6	8	10	12	14	16
1.000	3.686	3.616	3.660	3.714	3.754	3.785	3.809
0.980		3.284	2.944	2.806	2.787	2.771	2.774
0.960		3.000	2.665	2.542	2.456	2.454	2.479
0.950			2.595				
0.940		2.754		2.303	2.252	2.254	2.282
0.920		2.643		2.146	2.094	2.101	2.121
0.900	3.352	2.593	2.263	2.045	1.951	1.968	1.981
0.850		2.460	2.013	1.794	1.709	1.681	1.694
0.800	2.961	2.313	1.889	1.629	1.480	1.456	1.465
0.750		2.147	1.750	1.501	1.344	1.273	1.262
0.700	2.448	1.955	1.595	1.359	1.200	1.111	1.088
0.650		1.739	1.442	1.236	1.087	0.988	0.940
0.600	2.035	1.639	1.338	1.133	0.985	0.878	0.808
0.550		1.517	1.211	1.007	0.860	0.768	0.708
0.500	1.750	1.362	1.047	0.847	0.750	0.668	0.600
0.450		1.158	0.829	0.714	0.624	0.537	0.500
0.400	1.232	0.886	0.627	0.555	0.454	0.428	0.383



“ U - Frame”

Where: $C = \dfrac{E}{h^2\,[h/3I_v + b/2I_b]}$

$L = Length\ in\ inches\ of\ one\ truss\ panel$

$P_c = Buckling\ Load\ (= Top\ Chord\ Compression\ x\ F.S.)$

$n = Number\ of\ Panels$

Reference: Galambos, T.V. (1988) “Guide to Stability Design Criteria for Metal Structures”, 4th Ed., PP 515-529. Copyright © 1988. Reprinted by permission of John Wiley and Sons, Inc.

DISCLAIMER TO SPECIFICATIONS

This recommended Special Specifications for Prefabricated Bridges has been prepared by Continental Bridge as a service to bridge Specifiers and Owners. It is offered in good faith and is based on information believed to be accurate and reliable, but is offered without warranty of any kind, either expressed or implied. Continental Bridge and its employees accept no responsibility for any harm resulting from reliance on this document. Compliance with all applicable government regulations or codes remains the full responsibility of the parties to whom the regulation or code applies.

SPECIAL PROVISION
9800 - COSA
Project Signs

1 DESCRIPTION: This item shall consist of providing, installing, maintaining and (at the completion of the project) removing two (2) 4' X 8' project signs. The signs shall conform to the configuration and details indicated in a special sheet in the project specifications titled PROJECT SIGN DETAILS. These signs shall be installed at locations to be determined by the inspector.

2 MATERIAL: The signs shall be made of 3/4" plywood, grade A-C or better and each shall be mounted on two (2) 4" X 4" X 12' - 0" posts.

3 INSTALLATION: The installation will require embedding all posts a minimum of 3' - 0" below the ground.

.4 PAYMENT: No direct payment will be made to the contractor for the work and materials required in providing, installing, maintaining and removing the signs. Such work and materials shall be considered subsidiary to the several items of work for which unit prices are provided in the proposal.

96 in.

48 in.

CITY OF SAN ANTONIO

3.50 in.

CIMS/CLIENT DEPARTMENT

1.88 in.

1.25 in.

PROJECT NAME

$ AMOUNT CAPITAL IMPROVEMENTS PROJECT

FUNDING SOURCE: _____

ENGINEER/ARCHITECT: _____

CONTRACTOR: _____

ALL TEXT BLACK LETTERS

14 in.

2.44 in.

1.85 in.

CITY MANAGER
Sheryl Sculley

2.4 in.

1.66 in.

CITY ENGINEER/
CIMS DIRECTOR
Mike Frisbie, P.E.

1.85 in.

MAYOR
Julián Castro

2.63 in.

1.85 in.

1.85 in.

CITY COUNCIL

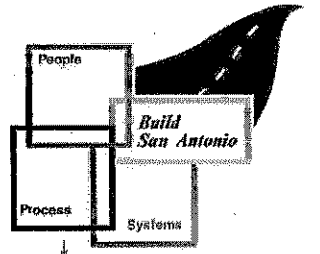
Diego M. Bernal
Ivy R. Taylor
Leticia Ozuna
Rey Saldaña
David Medina, Jr.
Ray Lopez
Cris Medina
W. Reed Williams
Elisa Chan
Carlton Soules

FOR MORE INFORMATION CALL 207-8140
AFTER HOURS EMERGENCIES CALL 311 AND REFER TO PROJECT: PROJECT NAME

18.25 in.

17.63 in.

Capital Improvements Management Services

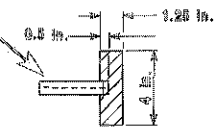


1 in. Our Mission:
Together, Dedicated to Our Community
...Building a Great San Antonio

WHITE BACK-GROUND

LEFT BORDER SHALL BE DETERMINED USING THE LONGEST LINE CENTERED ON THE SIGN PROVIDING EQUAL BORDERS

EXTERIOR TYPE HIGH DENSITY OVERLAID PLYWOOD OR OTHER APPROVED MATERIAL SUITABLE FOR SIGNS.



PROVIDE ADEQUATE SUPPORTS FOR SIGN AS SITE CONDITIONS MAY REQUIRE AND KEEP SIGN PROPER DISTANCE ABOVE PREVAILING GRADE TO PERMIT PUBLIC VIEWING

GRADE

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789!$ & -()< > :;,./ ?