

AN ORDINANCE 2011-04-21-0312

ACCEPTING THE OFFER FROM RAMTECH BUILDING SYSTEMS, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A MODULAR BUILDING FOR THE DEPARTMENT OF PUBLIC WORKS FOR THE COST OF \$398,072.00.

* * * * *

WHEREAS, an offer was submitted by Ramtech Building Systems, Inc., through the Texas Local Government Purchasing Cooperative (a.k.a. the “Buyboard”), to provide the City of San Department of Public Works with one modular building for a total cost of \$398,072.00; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from Ramtech Buildings Systems, Inc. to provide the City of San Antonio Department of Public Works with one modular buildings for a total cost of \$398,072.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. The budget in SAP Fund 40099000, Project Definition 23-01215, shall be revised by decreasing WBS Element 23-01215-05-02-01 and General Ledger 5201140, by \$398,072.00.

SECTION 3. The budget in Fund 40099000, Project Definition 23-01215, shall be revised by decreasing WBS Element 23-01215-90-01 and General Ledger 6101100, by \$398,072.00.

SECTION 4. The amount of \$398,072.00 is reverted in Fund 11001000, by decreasing Internal Order 390000001138 and General Ledger 6102100, by \$398,072.00.

SECTION 5. The amount of \$398,072.00 is appropriated in Fund 11001000, Cost Center 2303010001 and General Ledger 5501005.

SECTION 6. Payment not to exceed the budgeted amount up to \$398,072.00 is authorized to Ramtech Buildings Systems, Inc. and should be encumbered with a purchase order.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 8. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 21st day of April, 2011.



M A Y O R
Julián Castro

ATTEST:

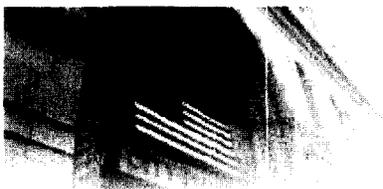


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



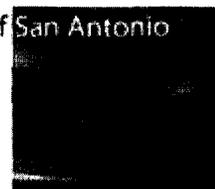
Michael D. Bernard, City Attorney



Request for

COUNCIL ACTION

City of San Antonio



Agenda Voting Results - 7B

Name:	5, 6, 7A, 7B, 10, 11, 12, 14, 15, 16, 18A, 18B, 18C, 19, 21, 22, 23, 24						
Date:	04/21/2011						
Time:	10:13:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offer from Ramtech Building Systems, Inc. for the purchase, delivery and installation of a modular building for the Department of Public Works for the cost of \$398,072.00.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

City of San Antonio Bid Tabulation

Opened: November 8, 2010			
For: Modular Office Building			BuyBoard
11-026			ATS
			Ramtech Building Systems, Inc. 1400 U.S. Highway 287 South Mansfield, TX 76063 800-568-9276
Item	Description	Quantity	
1	112' X 56' Modular Buidling (purchase, delivery & installation with lockers)	1	\$368,467.00
2	6' X 10' Wood landing with step assembly, ADA compliant handicap ramp and handrails	1	\$4,555.00
3	6' X 6' Wood Landing with ADA compliant handicap ramp and handrails	1	\$3,531.00
4	5' X 5' Wood landing with step assembly and handrails	1	\$1,945.00
5	4'- 6" x 4' canopies over each entry / exterior door	1	\$10,915.00
6	Performance & Payment Bond	1	\$8,659.00
	Payment Terms		Net 30
	Total		\$398,072.00
	Total Award		\$398,072.00

Non-minority Hispanic African-American Other Minority (specify) _____
 Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)
Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____
Tax Identification Number: 75-2512648

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I. GENERAL TERMS AND CONDITIONS

1. The terms “bidder”, “contractor”, and “vendor” all mean the party providing goods or services to the City pursuant to this contract.
2. **Rejection of Disclaimers of Warranties & Limitations of Liability.** Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor’s liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.
3. Acceptance of Offer. By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.
4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
5. Taxes. Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in prices, since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by Vendor.
6. Point of Destination. All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio’s designated facility, or to the “ship to” address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City’s “ship to” address.
7. Delivery Times. Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.
8. Failure to Meet Delivery Schedule. When delivery is not met as provided for in the contract, the Purchasing and General Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct, indirect, consequential, or incidental incurred by the City as a result thereof.
9. Acceptance By City. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. The City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
10. Warranty. Unless a specific warranty is provided elsewhere in these contract documents, the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.
11. Change Orders. In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department (“Purchasing Director”), or her designee, provided that such change orders:
- (1) are made in writing, signed by the Purchasing Director or her designee;
 - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
 - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

12. Contract Termination

TERMINATION-BREACH:

- (a) Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and General Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may cancel this contract, in whole or in part, for convenience upon **thirty-five (35)** days written notice prior to shipping.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract, in whole or in part, at the expiration of each of City’s budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

13. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR’S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY

AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing and General Services Department. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

15. Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

23. **Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

25. Invoicing and Payment.

(a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

(b) Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

(c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives

conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) **NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

II. PRODUCT SPECIFICATIONS & DESCRIPTION OF SERVICES

1. **Scope of Work.** Contractor to furnish all labor, materials, equipment and supplies necessary for the construction, delivery and installation of a 112' x 56' modular office building with offices, rest rooms, showers, and locker room for the Department of Public Works as described herein and shown on the Floor Plan attached hereto as Attachment 1 and modular building specifications attached hereto as Attachment 2. The building module shall be installed on a level, compacted/paved site provided by the City of San Antonio (City). The installation shall consist of an above ground,

block pier foundation, anchors and skirting, ADA compliant ramps, decks and steps, as indicated below and on the attached floor plan and specifications.

2. General Requirements:

2.1 Payment Bond. The selected Bidder shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

3. Contractor Requirements.

3.1 The Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner the complete construction and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.

3.2 Contractor to provide a Project Manager to oversee and coordinate activities associated with delivery, installation, finish out and acceptance of building.

3.3 Contractor shall have all required insurances such as workers compensation, property and auto liability with limits as shown below and hold all proper and current licenses and bonds.

3.4 Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.

3.5 Measurements. Before ordering any material or doing any work the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchange or compensation will be allowed on account of differences.

3.6 Plans, Specifications and Calculations. Contractor shall follow its floor plans and specifications for this modular building, which are attached hereto as Attachment 1 and Attachment 2, and incorporated for all purposes.

Contractor shall build the entrance stairs, deck and ramps, which are subject to local building official inspection and approval. Contractor's specifications, plans and installation work must pass all legally required inspections.

3.7 The Contractor shall confine his operations and work force to the space allowed by law and as allotted by the owner. The contractor at his expense shall protect and be responsible for any damage to adjacent property.

3.8 The Contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons, etc.

3.9 Close Out. Contractor's Project Manager shall walk City's departmental representatives through the modular building to ensure that the work has been accomplished in accordance with the terms and conditions of this

contract and address any repairs or other items that require attention. Upon completion of “walk-through”, a recap of any repairs, adjustments or items that need to be replaced will be prepared, parts ordered and the work scheduled to be accomplished in a timely manner. If none of the “punch list” items prevent the City from occupying the building and the City has accepted the work as substantially complete, the City may occupy the building at this time.

4. **Warranty.**

4.1 The Contractor shall furnish to the City a one-year written manufacturer’s warranty on materials and workmanship. The guarantee is to be effective from date of acceptance. Any work found to be defective due to workmanship or materials shall be repaired or replaced by the Contractor at no cost to the City.

5. **City Responsibilities.**

5.1 City shall be responsible for all work required by local building code or as a result of local plan review and permitting – including poured concrete footings, piers, beams, etc. as well as any other specific locally determined requirements.

5.2 City shall provide an installation site with free and easy access to a clear, level, stable surface with a soil bearing capacity of 2,500 per sq. ft. or better. City shall be responsible for any excavation, clearing, grubbing, etc. that is required to provide an acceptable site.

5.3 The installation site shall be of sufficient size to accommodate the proposed building and comply with all required setbacks and separations from property lines, streets, adjoining buildings, etc.

5.4 City shall be responsible for all utility construction, extension and connection to the modular building.

6. **Modular Building Specifications.**

6.1 Contractor shall provide the City with building plans and specifications to be used in applying for local building permit(s).

6.2 The proposed modular building is to be designed and constructed in accordance with the model building codes and standards adopted by the State of Texas and shall be stamped by an engineer or architect licensed in modular building design .

Any differences with other building codes, standards or regulations not identified in this proposal, but that may apply to this project, or as a result of local plan review and permitting, will be addressed as a no cost change order to this contract.

7. **Delivery and Installation Schedule.** Delivery and installation shall be completed within 75 (working) days after award by Council, including removal and relocation of the existing modular building.

8. **Delivery Address.**

Zarzamora Service Center
4719 S Zarzamora
San Antonio, TX 78211

9. **Insurance.**

- A) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Purchasing & General Services Department, which shall be clearly labeled “*Modular Office Building*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature, including the signer’s phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s *Purchasing & General Services* Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Bidder’s financial integrity is of interest to the City; therefore, subject to Bidder’s right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Workers' Compensation 3. Employers' Liability	Statutory Limit \$500,000/\$500,000/\$500,000
4. Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Builder’s Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.

- D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall

submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- E) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, 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;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- G) In addition to any other remedies the City may have upon Bidder'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 Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.
- I) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- K) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

10. **Prevailing Wage Rates.**

Contractor shall comply with the Wage and Labor Standard Provisions attached hereto and incorporated herein for all

purposes as Attachment No. 3 and Attachment No. 4.

Mailing Address for Payroll and Pertinent Documents:

City of San Antonio
Capital Improvements Management Services Department
Labor Compliance Office
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Thomas Nixon
(210) 207-8774

Physical Address for Payroll and Pertinent Documents:

City of San Antonio
Capital Improvements Management Services Department
Labor Compliance Office
114 W. Commerce, 9th Floor
San Antonio, Texas 78205
Attention: Thomas Nixon
(210) 207-8774

11. **Workers' Compensation Insurance Coverage.**

(a) Definitions:

- (1) Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (2) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.
 - (3) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (b) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- (c) The contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- (d) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

- (e) The contractor shall obtain from each person providing services on a project, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (f) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (g) The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (i) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- (j) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (k) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

12. Performance Bond. Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the **full amount of the contract price**. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

III. PRICE SCHEDULE

ITEM 1:

Estimated Quantity	Description	Cost
1	112' x 56' Modular Building (purchase, delivery & installation)	\$ 356,043.00
1	Lockers	<u>\$ 12,424.00</u>
	Total:	<u>\$ 368,467.00</u>

ITEM 2:

Estimated Quantity	Description	Cost
1	6'x 10' Wood landing with step assembly, ADA compliant handicap ramp and handrails	<u>\$ 4,555.00</u>

ITEM 3:

Estimated Quantity	Description	Cost
1	6'x 6' Wood Landing with ADA compliant handicap ramp and handrails	<u>\$ 3,531.00</u>

ITEM 4:

Estimated Quantity	Description	Cost
1	5' x 5' Wood landing with step assembly and handrails	<u>\$ 1,945.00</u>

ITEM 5:

Estimated Quantity	Description	Cost
1	Canopies over each entry / exterior door	<u>\$ 10,915.00</u>

ITEM 6:

Estimated Quantity	Description	Cost
1	Performance & Payment Bond	<u>\$ 8,659.00</u>

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or 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/forms/CIQ.pdf. 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, TX 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.”

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IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY OF SAN ANTONIO
PURCHASING & GENERAL SERVICES
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

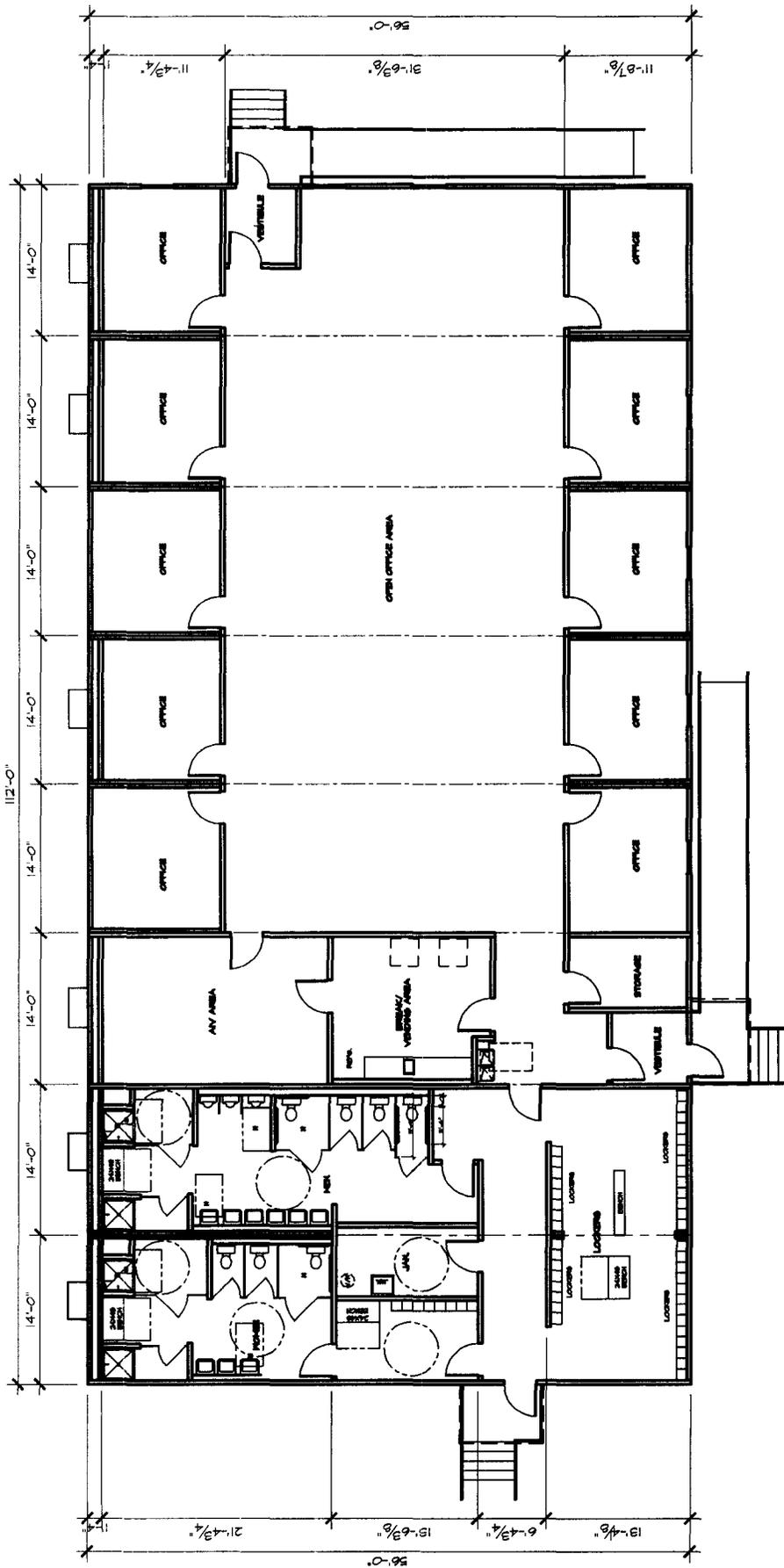
PHYSICAL ADDRESS: PURCHASING & GENERAL SERVICES
111 SOLEDAD, 11TH FLOOR
SAN ANTONIO, TEXAS 78205

REMARKS:

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ATTACHMENT 1

FLOOR PLAN



ATTACHMENT 2
MODULAR BUILDING SPECIFICATIONS

- 1.0 FRAME** None provided, building is constructed in true modular fashion.
- 2.0 FLOOR**
- 2.1 BOTTOM BOARD:** .040 one piece rolled continuous construction board.
- 2.2 INSULATION:** R-19 Kraft faced fiberglass batts.
- 2.3 JOISTS:** 2x10 #2 SYP installed transverse at 16" on center.
- 2.4 PERIMETER RAILS:** Double 2x10 #2 SYP on all sides of each module.
- 2.5 DECKING:** Single layer 3/4" tongue and groove plywood installed perpendicular to floor joists.
- 2.6 COVERING:** 12" x 12" x 1/8" Vinyl composition tile shall be installed in entries, A/V area and Breakroom. Tile shall be Tarkett, Congoleum or equal.
- Tile shall be plant installed.***
- Color shall be: Selected by City.**
- Sheet vinyl shall be installed in restrooms, Janitor's Closet and Locker rooms.
- Color shall be: Selected by City.**
- 26 oz., olefin, solution dyed, level loop pile, polypropylene back, direct glue down, commercial carpet installed in remaining areas.
- Carpet shall be Philadelphia, Neyland II or equal.
- Color shall be: Selected by City.**
- Carpet shall be field installed after all muddles are set-up and installation is complete.**
- 3.0 EXTERIOR WALLS**
- 3.1 TYPE:** IBC Framing
- 3.2 STUDS:** 2x4 #2 SYP @ 16" on center.
- 3.3 BOTTOM PLATE:** Single 2x4 #2 SYP.
- 3.4 TOP PLATE:** Double 2x4 #2 SYP.
- 3.5 HEADERS:** Double 2x4 #2 SYP on edge with 1/2" CDX plywood filler.
- 3.6 SILLS:** Flat 2x4 #2 SYP.
- 3.7 WALL HEIGHT:** Built full height to bottom of roof framing.
- 3.8 FIRE BLOCKS:** 2x4 installed @ ceiling line.
- 3.9 INTERIOR FINISH:** 5/8" Type "X" vinyl covered gypsum wallboard 8'-0".
- Color shall be: Ruff Stuff Frost.
- 8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in restrooms, locker room, and janitor's closets.
- Color shall be: White.
- 3.10 INSULATION:** R-13 Un-faced fiberglass batts installed to roof.
- 3.11 SHEATHING:** 7/16" OSB sheathing installed full height entire perimeter.
- 15# Felt shall be installed full height entire perimeter.
- A water resistive barrier shall be installed full height entire exterior perimeter.

- 3.12 **SIDING:** 26 gauge, high rib commercial steel siding with "R panel" profile and baked enamel finish.
Color shall be: Selected by City.
- 3.13 **TRIM:** 26 gauge "Z" bottom trim. Color to be same as siding.
26 gauge "J" trim around window & doors. Color to be same as siding.
- 3.14 **FASCIA:** 6" 26 gauge steel fascia/rake trim on gable ends of building.
Color shall be: Selected by City.
- 3.15 **GUTTERS W/
DOWNSPOUTS:** 26 Gauge steel gutter with baked enamel finish installed on eaves of the building. Gutters shall be equipped with 26-gauge steel downspouts to match gutters. Downspouts shall be installed to grade.
Color shall be: Selected by City.
- 3.16 **TIE DOWNS:** Jack stud hurricane straps and asphalt anchors, per plans.
- 3.17 **SKIRTING:** Same material as used for exterior siding installed to grade with perforated venting panels and crawl space access panel.

DS: 2x4 #2 SYP @ 16" on center.

- 4.2 **BOTTOM PLATE:** Single 2x4 #2 SYP.
- 4.3 **TOP PLATE:** Double 2x4 #2 SYP.
- 4.4 **HEADERS:** Double 2x4 #2 SYP on edge with 1/2" CDX plywood filler.
- 4.5 **WALL HEIGHT:** 8'-1-1/2" Minimum. Designated walls shall be built full height to bottom of roof assembly for a 1-hour fire rating. Refer to plans for location of 1-hour walls.
- 4.6 **INTERIOR FINISH:** 5/8" Type "X" vinyl covered gypsum wallboard 8'-0".
Color shall be: Ruff Stuff Frost.
8' fiberglass reinforced Class "C" panel laminated to 5/8" type "X" gypsum in restrooms, locker room and janitor's closets.
Color shall be: White.
- 4.7 **INSULATION:** All interior walls shall be insulated to ceiling height with R-11, 3-1/2" unfaced fiberglass batts.

5.0 MOULDING

- 5.1 **BASE:** 4" Vinyl cove base throughout.
Base shall be field installed after floor covering installation is complete.
Color shall be: Selected by City.
- 5.2 **WINDOWS:** The jambs of all windows shall be prefinished white vinyl.
- 5.3 **WALL TRIM:** 1-1/2" Vinyl covered wood nail on battens.

6.0 ROOF

- 6.1 **RAFTERS:** 2x10 #2 SYP installed @ 24" on center. Rafters shall be installed so as to provide a minimum 1/2 IN 12 pitch.
- 6.2 **RAILS:** 2x10 #2 SYP.

- 6.3 **WOOD TRUSSES:** Double 1-1/2" pre-engineered wood girders shall be installed on each side of mate-lines, except where full height load bearing mate walls will be utilized.
- 6.4 **BRIDGING:** 1-1/2" Steel angles, installed from truss to rafter @ 8' on center.
- 6.5 **CEILING:** 2' x 4' x 5/8" acoustical mineral fiber panel in suspended T-grid system. Armstrong, Cortega # 769 with Prelude XL 15/16" exposed tee or equal. ***Ceiling shall be field installed after all modules are set-up and installation is complete..***
- 6.6 **CEILING HEIGHT:** The finished ceiling height throughout the building shall be 7'-10".
- 6.7 **SUB-CEILING:** 5/8" Type "X" gypsum on the bottom of rafters, sides of the wood ridge girders and face of walls above the ceiling.
- 6.8 **INSULATION:** R-30c Kraft faced fiberglass batts installed between roof joists atop sub-ceiling.
- 6.9 **SHEATHING:** 7/16" OSB installed perpendicular to the roof joists.
- 6.10 **ROOFING:** 29 Gauge, high rib commercial steel roofing panels with R-profile and "galvalume" finish, installed over one layer of 15# felt.
- 7.0 EXTERIOR DOORS**
- 7.1 **DOORS:** 1-3/4" x 36" x 80", 18 Gauge hollow core commercial steel.
Doors to have minimum U-Value of: 0.70.
- 7.2 **FRAMES:** Steel doors shall be equipped with 16-gauge knockdown commercial steel frames.
- 7.3 **HARDWARE:** All exterior doors shall be equipped with 1-1/2 pair of ball bearing, butt hinges; full weather-strip; door sweep and threshold.
- 7.4 **WINDOW:** Provide 5" X 20" Window kit with 1/4" Safety glass in each exterior door.
- 7.5 **EXIT DEVICE:** Exterior steel doors shall be equipped with keyed panic hardware with exterior lever handle, "Tell" or equal.
- 7.6 **CLOSER:** A hydraulic closer with back check feature shall be provided on all exterior steel doors, "Tell" or equal.
- 7.7 **FINISH:** The interior and exterior side of the steel doors and frames shall be painted to match exterior trim.
- 8.0 INTERIOR DOORS**
- 8.1 **DOORS:** 1-3/4" X 36" X 80", Pre-finished solid core wood, Jeld-Wen *Imperial Oak* or equal.
- 8.2 **FRAMES:** All interior doors shall be set in prefinished 20 gauge commercial steel frames with baked enamel finish; "Timely" or equal. Color shall be: Brown.
- 8.3 **WINDOWS:** Provide 5" x 20" window kit with 1/4" safety glass in each vestibule entry door.
- 8.4 **HARDWARE:** All non fire rated interior doors shall be equipped with 1-1/2 pr. 4-1/2" x 4-1/2" mortise hinges "US 26D Finish". All fire rated interior doors shall be equipped with 1 pr. of 4-1/2" x 4-1/2" self closing hinges and 1 4-1/2" x 4-1/2" mortise hinges US 26D Finish.
- 8.5 **CLOSERS:** A hydraulic closer with back check feature shall be provided on restroom doors; "Tell" or equal.
- 8.4 **LATCHSETS:** Office and janitor closet doors shall have lever handle keyed lock sets; "Tell" or equal. Restroom doors shall have lever handle privacy latch; "Tell" or equal.
- 9.0 WINDOWS**
- 9.1 **TYPE:** 36"x48" aluminum framed, single hung, vertical sliders with mill finish frames and window screens. Glazing shall be blue tinted, dual pane insulated low-e glass.
Windows shall have a minimum U-Value of .55 and a SHGC of .25

10.0 ELECTRICAL

- 10.1 SERVICE:** 120/240v- 1 phase- 3W- 60 Hz.
- 10.2 MAIN DISTRIBUTION PANEL:** The building shall be equipped with a 120/240V, single phase, main distribution panel (MDP). The MDP shall be equipped with a main breaker sized to accommodate the electrical loads of the building.
- 10.3 SUB-PANELS:** 120/240v, single phase, 125 amp, 24 circuit 1 phase, indoor, surface mount with main lug only. Refer to the plans for quantity and locations of sub-panels. Interconnection of the building sub-panels to the building MDP shall be provided and installed by the client.
- 10.4 BREAKERS:** All breakers shall be plug in type.
- 10.5 ENTRANCE:** EMT conduit stubbed through floor.
- 10.6 CROSSOVERS:** J-boxes shall be installed above the ceiling for electrical crossovers.
- 10.7 RACEWAY/ CONDUCTORS:** Minimum #12 AWG type THHN copper wire in concealed MC cable or EMT (electric metallic tubing) conduit.
- 10.8 FLUORESCENT LIGHTS:** 2'x4', 120v, four and three tube (as required to meet energy code), recessed, fluorescent light with acrylic diffuser. Lights shall be equipped with T-8 lamps and electronic ballasts. Lights shall be plant wired and secured to the roof joists for shipment to the job site.
- 10.9 EXIT/EMERGENCY LIGHTS:** Combination 120 volt wall mount with back up battery power exit light with dual head emergency light. Exit lights shall be plant installed.
Cooper # APH70RWHDH or equal.
- 10.10 EXTERIOR EM LIGHT:** Exterior emergency egress light shall be remote head wired into exit light. Copper 6T000006WWH
- 10.11 EXTERIOR LIGHTS:** 42 Watt, weather proof, compact fluorescent lights installed at each exterior door. Exterior lights shall be controlled by photo cells.
- 10.12 INTERIOR EMERGENCY LIGHTS:** Dual head emergency light with backup battery power shall be plant installed, adjacent to each exterior door.
- 10.13 RECEPTACLES:** 120v 20 AMP duplex specification grade grounding type with matching plastic covers; White.
- 10.14 SWITCHES:** 120v 20 AMP toggle type with matching plastic cover; White.
- 10.15 DATA/COMM:** Single gang junction box with 3/4" conduit to above ceiling with pull wire in each office.
- 11.0 PLUMBING**
- 11.1 WATERLINES:** PEX or CPVC with matching fittings. All fixtures shall be provided with shut-off valves.
- 11.2 WASTELINES:** **PVC-DWV-SCH-40 drain, waste and vent lines**, with multiple drops.
- 11.3 WATERHEATER:** 50 Gallon, 120v Electric with T&P valve; with overflow pan.
- 11.4 WATER CLOSETS:** White vitreous china tank type with open front seat and elongated bowl. Designated water closets shall be installed for the handicapped.
- 11.5 MODESTY PARTITIONS:** 5'-0" high steel with baked on enamel finish modesty partition and urinal blinds. Units shall be installed 12" from floor with modesty door and lock.

Color shall be: Selected by City.

- 11.6 **URINAL:** White vitreous china wall hung urinal with flush valve.
- 11.7 **LAVATORIES:** Vitreous china wall hung with 4" washerless centerset faucet. Designated lavatories shall be installed for the handicapped and shall be equipped with Handi-guard water supply and drain protective covers.
- 11.8 **SHOWERS:** Single piece molded fiberglass shower, 36" x 36" with mixing valve and shower head. Handicapped shower shall be single piece molded fiberglass shower with seat, mixing valve and hand held spray nozzle. Shower assembly shall meet TAS requirements. Showers shall be provided with curtain and rod.
- 11.9 **FLOOR DRAIN:** 3" Floor drain with trap primer installed in shower room.
- 11.10 **MOP SINK:** Single bowl fiberglass with faucet.
- 11.11 **BREAK SINK:** Single bowl stainless steel with swing spout faucet.
- 11.12 **WATER COOLER:** 8 GPH hi/lo wall mounted refrigerated water cooler.
- 11.13 **ACCESSORIES:** Single roll toilet paper holder at each water closet.
Stainless steel grab bars at each handicapped water closet.
18"x 36" metal edged mirror above each lavatory in restrooms only.
Shower bench shall be provided in each shower area and locker rooms per plans.

12.0 H.V.A.C.

- 12.1 **PACKAGED:** 240v, 1 phase, wall mount air conditioners sized per design criteria stated in Section 15.4 and 15.5.
- 12.2 **HEATING:** 240v Electric resistance heat strip in each air conditioner.
- 12.3 **SUPPLY DUCTS:** Rigid foil faced fiberglass duct with 1-1/2" wall thickness installed below rafters with insulated circular flex to designated diffusers.
- 12.4 **DIFFUSERS:** 24"x24" White stamped metal with adjustable damper, ceiling mount.
- 12.5 **RETURN AIR:** 24" X 24" Return air grilles in ceiling via conditioned air space through non-combustible ceiling cavity to plenum walls.
- 12.6 **THERMOSTAT:** (1) Programmable thermostat shall be provided for each H.V.A.C. unit, Luxpro PSP511 or equal.
- 12.7 **EXHAUST FANS:** Ceiling mount with back draft damper installed in each restroom, locker rooms and janitor's closet sized per code.

13.0 CASEWORK

- 13.1 **CABINETS:** All base cabinets shall be Aristokraft "New Oakland Wheat". Base cabinets shall be provided with drawers, doors and shelves. All cabinets shall be provided with all necessary hardware.
- 13.2 **COUNTERS:** All counters shall be constructed of 45# density particle board with "Formica" or equal high pressure plastic laminate. All counters shall be provided with a 4" straight backsplash on all adjacent surfaces.

Color shall be: Selected by City.**14.0 FURNISHINGS**

N/A

15.0 DESIGN CRITERIA

- 15.1 **FLOORS:** The floor systems shall be constructed to accommodate a live load of 50-psf in addition to the dead loads.

- 15.2 **WALLS:** The exterior walls shall be framed, braced and secured in accordance with the requirements of the IBC, based on 90 mile per hour wind loads, 3 second gust.
- 15.3 **ROOFS:** All structural components of the roof system shall be designed and erected to span their respective areas and carry a live load of 20 psf and a dead load of 10 psf.
- 15.4 **HEATING:** The heating system shall be designed to maintain an interior temperature of 72 degrees + or - 2 degrees.
- 15.5 **COOLING:** The cooling system shall be designed to maintain an interior temperature of 75 degrees + or - 2 degrees.
- 15.6 **CODES:** The building shall be built in accordance with the latest edition of the following codes.
 - A. International Building Code, 2009
 - B. International Plumbing Code, 2009
 - C. International Mechanical Code, 2009
 - D. National Electrical Code, 2008
 - E. International Energy Conservation Code, 2009
 - F. Texas Accessibility Standards, 1994
 - G. State of Texas Industrialized, Housing and Building Rules, as administered by the Texas Department of Licensing and Regulations.
- 15.7 **APPROVALS:** A. Texas

The scope of this design does not include accessibility elements required for the site. It is the owner's responsibility to have these designs developed and to make submittal as required by the Texas Architectural Barriers Act, through their design professional. This submittal should be made to:

**Texas Department of Licensing and Regulations
 Architectural Barriers Section
 P.O. Box 12157
 Austin, TX 78711**

16.0 FIELD ACTIVITIES

- 16.1 **SITE PREPARATION:** No provision for site work has been included. The City is responsible for all clearing, grubbing, filling, backfilling, grading and associated compaction to achieve a uniform soil bearing capacity of 2500 PSF prior to delivery of the building units. In addition to the above, the site shall be uniformly level (+/-3") so a finished floor to grade elevation of a maximum 36" shall be present at all building entries and at the entry of the step and ramp assembly. The site shall have adequate drainage to provide a positive flow of storm water away from the building. Also, storm water shall not pass under the building from any direction. The City is also responsible for providing clear access to the site. Clear access to the site is defined as the building pad being accessible for both the delivery truck and the building unit. Physical on site obstructions shall not prevent the delivery truck from being able to deliver the building unit to the pad site, detach from the building and depart the site.
- 16.2 **ELECTRIC UTILITIES:** The City will be responsible for interconnecting the sub-panels to the building "MDP", extending and connecting the electrical service to the "MDP". The meter base and weather head shall be provided by the client.
- 16.3 **WATER UTILITIES:** The City will be responsible for bringing the fresh water service to the building and making the final connection at the water heater.
- 16.4 **SEWER UTILITIES:** The City will be responsible for bringing the sewer line to the building, providing and installing the drain, waste and vent manifold to the contractors supplied sewer and vent drops which are through the floor.
- 16.5 **FOUNDATION:** Piers shall be installed down each side and at mate lines at maximum 8'-0" on center and at column locations. Piers shall consist of a stacked CMU blockings installed on 4"x16"x16" precast concrete pad. Each building shall be securely anchored to the ground using asphalt

type anchors. This work shall be performed by Ramtech. **Poured in place concrete foundation if required shall be the responsibility of the City.**

17.0 Options (See Options Pricing Schedule)

- 17.1 ENTRY ASSEMBLIES:** A complete landing (minimum 8'x 7'), step and ramp assembly shall be constructed at the two entrance doors and a landing (minimum 5' x 5'), and step assembly shall be constructed at the remaining door. The ramps shall be constructed approximately 48" wide x 30' in length with a minimum slope not to exceed 1/12. All landings, steps and ramps are to be provided with handrails equipped with horizontal rails at a maximum 4" spacing. The landing, ramps, steps and handrails are to be constructed of pressure treated lumber, ACQ or equal.
- Handrails shall be smooth and free of splinters at the time of installation.
- 17.2 CANOPIES:** Provide pre-assembled canopy over each exterior door. Awning shall be 4' – 6" wide x 4' deep. Canopies shall be constructed of 26 gauge material around an 18 gauge frame.
- 17.3 LOCKERS:** Provide (33) 18" w x 18" d x 72" h 3-tier lockers. Each opening shall be 18" w x 18" d x 24" h with sloped tops and number plates. Lockers shall be installed atop 4-1/2" base, 22" deep.

Color shall be selected by the City from manufacturer's standard line.

EXCLUSIONS:

- Taxes
- Surveys
- Civil Design
- Soils Testing/Analysis
- Site Development
- Utility Extensions/Connections
- Plumbing Manifold
- Landscaping or Irrigation
- Poured Concrete
- Fire Alarm
- Fire Sprinkler
- Building Permits
- TAS Compliance for Accessible Routes beyond the Building's Footprint.
- Builders Risk Insurance excludes flood coverage in Flood Zones A, V or D as defined by FEMA.

ATTACHMENT 3

WAGE AND LABOR STANDARD PROVISIONS

CITY OF SAN ANTONIO FUNDED CONSTRUCTION

Contents

1. GENERAL STATEMENT
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20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED
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1. GENERAL STATEMENT

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

2. LABOR COMPLIANCE OFFICE RESPONSIBILITIES

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

- a. Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.
- b. Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.
- c. Applicable Wage Determination Decisions, including any applicable modifications, and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.
- d. Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.
- e. The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.
- f. That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

3. CLAIMS & DISPUTES PERTAINING TO WAGE RATES

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights

against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

4. BREACH OF WAGE AND LABOR STANDARD PROVISIONS

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

5. EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

6. MINIMUM WAGE

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to

reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

7. OVERTIME COMPENSATION NON-FEDERALLY FUNDED PROJECTS

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

8. PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

9. WORK CONDUCTED ON HOLIDAYS-NON-FEDERALLY FUNDED PROJECTS

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

10. UNDERPAYMENT OF WAGES OR SALARIES

- a. When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.
- b. Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

- c. If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

11. DISPLAYING WAGE DETERMINATION DECISIONS/AND NOTICE TO LABORERS/MECHANICS STATEMENT

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

NOTICE TO LABORERS/MECHANICS

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July; Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department , P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

12. PAYROLLS & BASIC PAYROLL RECORDS

- a. The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guidelines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily

and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance*", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

- b. This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.
- c. Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.
- d. Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.
- e. The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations forces of monitoring compliance with this contract.
- f. All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

13. LABOR DISPUTES

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule's of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not

limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

14. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

15. EMPLOYEE INTERVIEWS TO ASSURE WAGE AND LABOR STANDARD COMPLIANCE

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

16. "ANTI-KICKBACK" PROVISION

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

17. "FALSE OR DECEPTIVE INFORMATION PROVISION"

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

18. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he

actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

b. Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage 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 wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/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 by the Employment and Training Administration.

c. Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

d. The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

19. JOBSITE CONDITIONS

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

a. The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment

associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling' law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

- b. Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.
- c. The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

22. CONTRACTOR'S RESPONSIBILITY

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

ATTACHMENT 4

General Decision Number: TX100003 08/13/2010 TX3

Superseded General Decision Number: TX20080003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/30/2010
4	08/13/2010

Effective 08/13/2010

ASBE0087-001 01/01/2009

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 21.17	7.40

BRTX0001-004 05/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	1.73

ELEC0060-001 06/01/2010

	Rates	Fringes
CABLE SPLICER.....	\$ 25.20	3.75+12%
ELECTRICIAN.....	\$ 24.95	3.75+12%

ELEC0060-002 06/01/2009

	Rates	Fringes
ELECTRICIAN (Low Voltage including pulling & installing cable through conduit).....	\$ 19.51	8%+4.92

ELEV0081-001 01/01/2010

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 33.35	20.235+A

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS
EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day,
Memorial Day, Independence Day, Labor Day, Thanksgiving
Day, Friday after Thanksgiving Day, Christmas Day, and
Veterans Day.

ENGI0450-001 07/01/2009

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 29.75	8.75

IRON0066-001 06/01/2009

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		

Structural.....	\$ 18.50	5.15

MARB0002-001 07/01/2005		
	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.10

PLUM0142-001 07/01/2010		
	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 28.78	9.10

* SFTX0669-001 04/01/2010		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.40	15.85

SHEE0067-001 04/01/2009		
	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 25.18	10.75

SUTX1988-002 11/01/1988		
	Rates	Fringes
Acoustical Ceiling Installer.....	\$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	
CEMENT MASON/CONCRETE FINISHER...	\$ 11.46	
DRYWALL HANGER.....	\$ 11.88	
GLAZIER.....	\$ 10.78	1.40
IRONWORKER (Excluding Metal Building Assemblers) Reinforcing.....	\$ 10.19	3.57
Laborers:		
Mason Tenders.....	\$ 8.36	1.78
Mortar Mixers.....	\$ 8.99	
PLASTERER'S TENDERS.....	\$ 8.68	
Unskilled.....	\$ 7.25	
LATHER.....	\$ 15.25	
PAINTER (Excluding Tapers/Finishers).....	\$ 8.01	
PLASTERER.....	\$ 15.25	

Power equipment operators:
 Front End Loader.....\$ 7.36

Roofers:
 Kettlemen.....\$ 8.85
 Roofers.....\$ 8.14
 Waterproofers.....\$ 7.25

Sheet Metal Worker
 Other Work.....\$ 11.62

Taper/Finisher.....\$ 7.99

TRUCK DRIVER.....\$ 7.25

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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