ADDENDUM NO. 2 to PLANS and SPECIFICATIONS

for

Medina River Sewer Outfall, Segment 2 SAWS Job No. 11-2503



Issue Date: November 19, 2010

SAN ANTONIO WATER SYSTEM MEDINA RIVER SEWER OUTFALL, SEGMENT 2 SAWS PROJECT # 11-2503 ADDENDUM NO. 2

November 19, 2010

This addendum, applicable to the project noted above, is an amendment to the bidding and specification documents and as such shall be a part of and included in the Contract. Acknowledge receipt of this addendum by entering the addendum number and issue date in the spaces provided on all submitted copies of the proposal.

1.0 Addendum Purpose

The purpose of this addendum is to issue revisions and clarifications for the Medina River Sewer Outfall (MRSO), Segment 2 (SAWS Job No. 11-2503).

2.0 Clarifications

- A. The mandatory Pre-Bid Conference was held on November 10, 2010. Minutes from the meeting are attached and are considered part of this Addendum.
- B. Access to MRSO easement east of Leon Creek in the Toyota Property Access to construct the portion of the MRSO, Segment 2 east of Leon Creek and west of the Union Pacific Railroad ROW in Toyota Motor Manufacturing of Texas property is only available through the proposed gate on Applewhite Road, through the pipeline easement and across Leon Creek. No access across Union Pacific Railroad Tracks into Toyota property east of Leon Creek exists.

3.0 Specifications

- A. Invitation to Bidders Bids will not be accepted from any company not represented at the mandatory pre-bid meeting held on November 10, 2010 at 10:00 am. The following list is a record of the represented firms:
 - Oscar Renda Contracting
 - Eutaw Construction
 - o Holloman Corp. (Utilities)
 - o Laughlin-Thyssen, Inc.
 - o S. J. Louis Construction
 - o Ledcor CMI, Inc.
 - o Davis Excavation
 - ACE Pipe Cleaning
 - Merrymen Excavation
 - o J. M. Eagle
 - Hobas Pipe USA
 - Lewis Contractors
 - Morgan Contracting
 - o E. P. Brady, LTD
 - Ameron International

- o Ballenger Construction
- Silverado Group
- KFW Surveying
- o Wright Construction Co., Inc.
- o BRH-Garver Construction. LP
- BRB Contractors
- o Flatiron-Redcliff
- US Composite Pipe South
- o Cash Construction
- o Don Kelly Construction, Inc.
- o Pipelayers, Inc.
- o I.T.T. Water and Wastewater
- o D C Civil Construction
- Sundt Construction
 L-F-M Fiberglass Manholes
- B. Bid Proposal The Bid proposal quantities have been revised. Remove and replace the Bid Proposal with the one attached to this addendum.
- C. Special Conditions, SC-1 Add the following items:
 - 6. SAWS is acquiring LCP Tracker, a web based system to track certified payrolls for prime contractors and subcontractors. This system is scheduled to be in full use by the end of 2010. Therefore, contractors are advised that the use of this system will be a requirement for this project. The reporting requirements are listed below, as well as a link to the LCP web site.

Electronic Web submittal of Labor Compliance Reports

- a. Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentation electronically utilizing the LCP Tracker web-based application as of the first Certified Payroll Report (CPR) and with every CPR thereafter.
- b. Electronic submittal of CPRs will be accessed through a link on SAWS' "Business Center" web page. Each contractor and subcontractor will be provided a logon identification and password to access the SAWS LCP Tracker reporting system.
- c. Training on the use of the system will be provided by SAWS and LCP Tracker telephone support. Electronic submittals will require data entry of weekly payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc.

- d. This electronic submission requirement also applies to every lower-tier subcontractor required to provide labor compliance documentation.
- e. Additional information regarding the LCP Tracker System may be found on www.lcptracker.com.
- 7. Upon award of this Project by the SAWS Board of Directors, a pre-construction conference will be held with the Contractor, Owner, and the Consultant along with any other pertinent attendees, including the TWDB project representative. At this time, a date time, and frequency of project status meetings will be determined.
- D. Supplementary Conditions, Page GC 19 Delete paragraph 5.7.1.15 and replace with the following:

An Umbrella Liability (UL) insurance in the amount of \$5,000,000.00. This policy shall be of an "Occurrence" type and the limit of liability shall be concurrent with and in excess of the EL, and AL insurance coverage described in paragraphs 5.7.1.2, 5.7.1.3, and 5.7.1.4 of this contract. Specifically state which coverage form is being used for the Excess/Umbrella Liability insurance – please include whether the coverage form is Excess **or** Umbrella in the Description of Operations on the Certificate of Insurance.

- E. Contract Agreement, Page CA1-CA2 Remove the Contract Agreement in its entirety and replace with TWDB 06/10 Addendum 2 included as an attachment to this addendum.
- F. TWDB Supplemental Contract Conditions, TWBD Remove the TWDB Supplemental Contract Conditions in its entirety and replace with TWDB Supplemental Contract Conditions (TWDB-551 Revised 8/30/10: Addendum 2). These Conditions also include the TWDB Mandatory Davis-Bacon Act Contract Conditions. (See Attached)
- G. Special Conditions, Attachment A "Geotechnical Data Report", Page 1, Introduction Section 1.2; Scope First sentence delete "Segment "A" (STA 10+00 to STA 549+19), "B" (STA 549+19 to STA 738+64), "C" (STA 738+64 to STA 1466+53), "D-1" (STA 1+00 to STA 96+83), "D-2" (STA 1+00 to STA 60+00), and "F" (STA 1500+00 to STA 1722+00)" and replace with "Segment 1 (STA 11+25.00 to STA 306+14.19), Segment 2 (STA 306+14.19 to STA 600+13), Segment 3 (STA 600+13 to STA 1000+20), Segment 4 (STA 1000+20 to STA 1230+16.15, the 18-inch main STA 1+00 STA 60+15.15, and the 24-inch main STA 1+00 to STA 96+87), Segment 5 (STA 1230+16.15 to 1552+08.26), and Segment 6 (STA 1552+08.26 to STA 1722+00)".

- H. Section 01010, Summary of Work, Paragraph 1.07.A Add the following sentence to the end of item A: "The CONTRACTOR shall provide a SECURITY Guard at the proposed gate entrance into Toyota property.
- I. Section 01025, Measurement and Payment, Item No. 11 Delete the description and replace with the following: The CONTRACTOR shall provide all labor, supervision, tools, equipment, and materials necessary to connect the special manufactured tee base manhole to the existing 10" sanitary sewer main. Such work shall include cutting of existing 10" sanitary sewer main, connection of the special manufactured tee base manhole to the existing 10" sanitary sewer main and removal of interior "bridge" 10" pipe upon acceptance of the MRSO (See construction plans and details for further information).
- J. Section 01120, Disputes Review Board, paragraph 1.03.B Change the first sentence to the following: "It is desirable that all the disputes review board members are experienced with the type of construction involved in this project; experienced in interpretation of contract documents; and experienced with Disputes Review Boards or have Disputes Review Board Training."
- K. Section 01120, Disputes Review Board, paragraph 1.03.D Add the following items:
 - 7. No member shall have financial interests to any of the parties directly involved in the contract.
 - 8. No member shall have close personal or professional relationships with a key member of any party directly involved in the contract.
 - 9. All previous contract relationships, financial interests, or close personal or professional relationships must be disclosed.
- L. Section 01120, Disputes Review Board, paragraph 1.04.B Change the second sentence to the following: "Thereafter the Disputes Review Board shall meet quarterly or when called upon by either the contractor or the owner to hear a dispute."

4.0 Plans

- A. Drawing No. G-01, Sheet No. 2 The Bid Quantities have been revised. Remove and Replace this sheet with the attached plan sheet.
- B. Drawing No. C-28, Sheet No. 15 Add a note to the 1-12" Siphon Barrel (FRP, SN 72) that states the following: Note: The 12" Siphon Barrel can also be 12" (PVC, SDR 26)
- C. Drawing No. D-16, Sheet No. 51 A temporary construction fence detail has been added to this sheet. Remove and Replace this sheet with the attached plan sheet.

5.0 Pre-Bid Meeting Questions

Question: Will there be a SW3P with the plans?

Answer: The SWPPP was uploaded to the SAWS website the day the project began

advertisement.

Question: What about the 95% compaction requirement. Will it be all disturbed

areas?

Answer: SAWS standard requires 98% compaction in all areas.

Question: Is there a spoil site for excess material?

Answer: All excess materials/spoils generated from construction shall be removed

from the site and legally disposed of by the contractor.

Question: Can the topsoil stripping material be hauled off and put back at a later

time?

Answer: Yes, the topsoil material can be relocated and put back at another time.

Question: Can native material be used for backfill?

Answer: Native material that conforms to Specification section SS804 and SAWS

Specification Item # 804 can be used as secondary backfill material.

Question: Is there a Pay Item for over excavation (i.e. unstable conditions at trench

bottom)?

Answer: There is no separate pay item for over excavation due to unstable trench

conditions. Currently, there are not any known, unstable areas where the gravel sub-grade filler/filter fabric is needed. If unstable areas are

discovered during construction, the cost will be incidental to bid Items No.

4 and 18-21. The CONTRACTOR must use their own judgment when

estimating the amount of material and work required.

Question: Are there details on the existing Highline Tower footing?

Answer: The CPS Energy Specification for Towers, Steel, Transmission is included

as an attachment to this addendum. Kevin Phillips, Transmission Engineering, CPS Energy indicated that the piers for the tower are approximately 13' in the ground. During design preliminary coordination with CPS about the transmission tower took place and

additional coordination with CPS Energy will be necessary during construction to obtain the design information for the Transmission Tower

if the contractor elects to install the pipe by the method described in the

plans.

Question: Is the access to the property during construction only via the gate on

Pleasanton Road?

Answer: See Addendum No. 2, Item 2.B.

Question: Are all of the construction materials (pipe, bedding/backfill material, etc.)

to be delivered via the access gate and within the easement?

Answer: Yes all of the construction material shall be delivered via the proposed

access gate on Applewhite Road and within the easement.

6.0 Questions and Answers

Question: In Measure and Payment section of the specification page 454 Bid Item 6

Special MH Tee refers to the special MH # 83 used in the Toyota Lift Station Tie in. Further down page 455 Bid Item Toyota Lift Station Tie in also refers to providing and installing the Special MH Tee. Its looks like

there are 2 bid items for the same item of work. Please clarify.

Answer: Bid Item No. 11 shall only be used for connecting the special tee base

manhole to the existing 10" sanitary sewer main as described on the Tee Base Connection Note found on Drawing No. C-144, Sheet No. 32. Bid Item # 6 shall be used for furnishing and installing the Special Tee Base Manhole as described in the Measurement and Payment Section (i.e. no additional money for connection of the Existing 10" Sanitary Sewer

Main).

Question: It was stated during the Pre-Bid that all excess spoils from the trench

excavation is to be evenly spread within the sewer easement located

within the Toyota property. Is this correct?

Answer: All excess materials/spoils generated from construction shall be removed

from the site.

Question: Can the clearing & grubbing materials (trees, bushes etc.) be permanently

windrowed along the easement and become part of the SWPPP plan. This method currently exists at other locations within the Toyota property. If not can this material be grounded into mulch like material and spread

within the easement to act as erosion control ground cover?

Answer: The Contractor shall remove all excess materials/spoils generated from

construction from the site.

Question: OSHA requires all Contractors to designate a "First Responder" in case of

an accident prior to construction. With the security requirements of

Toyota, will their medical emergency personnel be classified as the "First Responders"?

Answer: The CONTRACTOR must identify there own"First Responder" and shall

not use Toyota's emergency personnel.

Question: Will a full time Security Guard be required at the proposed East Gate

Entrance between Segment 1 and Segment 2 during construction?

Answer: See Addendum No. 2, Item 2.B.

Question: The project call for 12" (FRP, SN 72) pipe to be used for Siphon # 2. The

smallest pipe size manufactured is 18".

Answer: Based on certain manufacturer's specifications 12" (FRP, SN 72) is

available. The 12" Siphon Barrel can also be 12" (PVC, SDR 26).

Question: We are requesting that Golden Harvest be included as one of the named

"Acceptable Manufacturers" in the specifications on this project for Spec

Section 15113 - Stop Log Frames.

Answer: All substitutions, alternate materials, and approved equals will not be

considered at this time but will be evaluated in the submittal phase after the contract has been awarded. The CONTRACTOR must use their own judgment when including a substitute, alternate or "equal" in their bid.

Question: Compaction requirements – will 98% compaction be required in <u>ALL</u>

areas even unimproved areas, (farm fields wooded areas etc.)?

Answer: Yes, SAWS standard requires 98% compaction in all areas.

Question: Whatever compaction is required; will it be required on all disturbed area

(pre-dig) or for just the width of the pipe trench? Or will different compaction requirements be allowed for the pre-dig, or any other

disturbed area?

Answer: Compaction testing will be required on all backfill areas within the

project easement.

Question: For initial backfill, the SAWS standard spec references sec. 804.4.2 (a) 3,

which is the bedding spec. Please clarify the difference in the two?

Answer: The initial backfill material and bedding material shall be the same.

Question: Is it your expectation that all Initial Backfill, above the 6" of stone

bedding under the pipe, will be native material, or do you anticipate having to haul in suitable material for this initial and final backfill?

Answer: The initial backfill material is specified in Section SS804, Paragraph

2.01.C which refers to SAWS Standard Specification Item No. 804.4.

Question: What exactly will be required as far as testing the pipeline? Will Joint Air

Test be an acceptable testing method in lieu of pressure testing or

televising the line?

Answer: Testing shall be conducted in accordance with SAWS Standard

Specification Item # 849 and Supplementary Specification Section SS849.

Question: Can there be a pay item added for excavation of unstable material Per

LF(or over excavation), being that it will be difficult to quantify a cost for

this item, because it will only be used at the direction of the

engineer/inspector?

Answer: No additional pay item will be added for such work. Currently, there are

not any know, unstable areas where the gravel sub-grade filler/filter fabric is needed. If unstable areas are discovered during construction, the cost will be incidental to bid Items No. 4 and 18-21. The CONTRACTOR must use their own judgment when estimating the amount of material and

work required.

Question: Will there be any access allowed through the north or south gates of the

Toyota facility?

Answer: The CONTRACTOR is allowed to pursue access to the pipeline easement

from other locations outside of the easement. The OWNER will require the CONTRACTOR to provide a copy of any agreement made with Toyota

or other property owners.

Ouestion: In the project plans, it states that any shoring required to protect the

transmission power lines will have to be designed and stamped by a Texas

registered engineer; will this be required?

Answer: If open cut method is chosen for construction of the pipeline near the

highline tower the CONTRACTOR will be required to provide and submit shop drawings and design calculations for the excavation support system. The support system shall be designed and sealed by a Texas Registered

Professional Engineer.

Question: Will the 500 LF Test section of pipe that has to be installed prior to

starting work, be performed in the pipe alignment where the project will

start, or will it take place elsewhere?

Answer: The pre-installation inspection of the 500 LF test section can be

preformed within the pipeline alignment.

ACKNOWLEDGEMENT BY BIDDER

Each bidder is requested to acknowledge receipt of this Addendum No. 2 and the associated attachments by his/her signature affixed hereto and to file same and attach with his/her bid.

The undersigned acknowledges receiverewith is in accordance with the in	eipt of this Addendum No. 2 along with the bid submitted formation and stipulations set forth.
Date	Signature
EN	D OF ADDENDUM NO. 2



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

PROJECT:

San Antonio Water System

DATE:

11/15/10

Medina River Sewer Outfall

Segment 2 Project

SAWS Job No. 11-2503

CONFERENCE

SAWS – Tower II – 1st Floor

CONFERENCE

11/10/10

LOCATION:

Conf. Room CR-C145

DATE:

10:00 a.m.

PURPOSE OF

Mandatory Pre-Bid Meeting

MEETING:

ATTENDEES:

See Attached Sign In Sheet for Attendees

FROM:

David M. Evans

PROJECT NO.:

6866-00 (2.6)

CC:

DISCUSSION:

Introduction

- Patrick O'Connor introduced himself as the San Antonio Water System (SAWS) Project Manager for this project, along with Diana W. Dwyer (SAWS Contract Administration Division).
- Patrick then turned the meeting over to Diana to discuss the requirements of the bidding process.
- Diana indicated that since this was a mandatory Pre-Bid meeting, she requested that all in attendance be sure to sign the "sign-in" sheet that was being circulated, in order to be allowed to submit a Bid, per the *Invitation to Bidders*.

Bidding Process

- Diana reported that sealed bids will be received by SAWS Contract Administration Division, per the *Invitation to Bidders* until 10:00 a.m., December 1, 2010.
- All technical questions, questions regarding this solicitation, or any additional information, should be submitted in writing via email or by fax to Diana W. Dwyer, Contract Administration, no later than 4:00 p.m. (CST) on November 12, 2010. Answers to the questions will be posted to the web site on November 18, 2010 as a separate document or included as part of an Addendum.
- This project has an estimated cost of \$13,800,000.00, and is a 540 calendar day contract.
- Addendum No. 1 of the project was issued on November 5, 2010.
- This project is funded by the Texas Water Development Board (TWDB), and Diana asked that all bidders read the TWDB Supplemental conditions.

San Antonio Water System

Medina River Sewer Outfall – Segment 2 Project; SAWS Job No. 11-2503

Mandatory Pre-Bid Meeting

November 15, 2010

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- Diana reviewed the mandatory items to be submitted with the Bid Packet, which are shown on the *Bid Proposal Checklist* in the bidding documents, and attached.
- The Small, Minority and Woman Business (SMWB) Goal for this project is 17%. Bidders may contact the SMWB Manager, Marisol Robles, for assistance up to the bid opening date. Her phone number is 210-233-3420.
- Mobilization for this project will be shown as a percentage (%) as well as the dollar amount on the Bid Proposal form, and is 5%.
- Wage and Hour classifications, as well as payment to subcontractors, will be monitored on this project by SAWS and TWDB. The current prevailing wage rates are included in the bidding documents and should be used unless a revised listing is made available prior to the bid opening via Addendum. If the prevailing wage rates should change after the bid opening, those included in the specifications (or addendum) will remain. Bidders should review the Wage and Labor Standard Provisions, as well as the Mandatory David-Bacon Conditions for additional information, which are included in the specifications.
- Diana also reported that SAWS intends to use the *LCP Tracker* computer software to monitor payroll information on this project, although this software is not available at this time. A condition requiring the contractor to use this software, once it is available, will be added to the addendum.
- A sample Insurance Certificate or a letter from the insurance company providing coverage should be submitted with the contractor's bid package. The umbrella amount will be \$5,000,000.00 and be revised by Addendum No. 2
- Liquidated Damages on this project will be \$2,808.00 per day.
- Diana turned the meeting over to Jerry Berry to provide details of the project.

Program Overview

- 32 miles of sanitary sewer pipeline from the Dos Rios Water Recycling Center, westerly to southwest San Antonio, in the vicinity of US Hwy 90 and Montgomery Road (an extension of Hwy 211), south of US Hwy 90.
- Proposed alignment is north of the Medina River.
- This project is the "backbone" for the SAWS South sewershed.
- This project also will allow SAWS to eliminate several Lift Stations within their system, thereby reducing the maintenance cost for those lift stations.
- Overall project is being bid in six (6) segments.
- Segments 1 and 6 have already been Bid and awarded.
- Segments 3, 4 & 5 are currently scheduled to go to bid in late 2011.

Segment 2 Overview

- Segment 2 limits begin on the Toyota Motor Manufacturing, Texas, Inc. (TMMTX) property, and traverses westerly to just beyond Applewhite Road.
- Approximately 20,600 LF of seventy-eight inch (78") diameter fiberglass sanitary sewer pipe in the project.



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Mandatory Pre-Bid Meeting

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- Approximately 175 LF of bore under Applewhite Road, and 20 LF of bore under an existing gas main.
- One (1) three barrel (12"/36"/42") siphon with 30" Air Jumper.

Easement Status

• All easements have been obtained. One on the TMMTX (Toyota) property and one on the Hanford-Southport property on the west side of Applewhite Road.

Construction Management Team

- Pape-Dawson Engineers will be providing Construction Management services on the project.
- Jerry will be the Construction Manager for the project. Joe Molina, of Pape-Dawson Engineers, will be the Project Manager on the project. There will also be a Construction Observer for each project. Jerry introduced Charles Griffin as the Construction Observer, currently serving Segment 6.
- SAWS has two (2) Inspectors who will also be checking in on the project.

Other Projects

- Medina River Sewer Outfall Segment 1
 - Notice to Proceed was issued November 1, 2010
- Leon Creek Interconnect Sewer Main
 - Currently in the Preliminary Design Phase of the project.
- Medina River Sewer Outfall Segment 3
 - Bid Opening in October 2011

Addendum No. 1

- Issued November 5, 2010.
- Notification of Project Site Visit (non-mandatory) scheduled for November 10, 2010 at 1:30 p.m.
- Added Special Conditions, Attachment B the Geotechnical Data Report (GDR) for the tunnels.
- Added Special Conditions, Attachment C the Geotechnical Baseline Report (GBR) for tunnels.
- Responded to questions (12 each) received prior to the Pre-Bid Meeting.
- Revised Section 01025, Measurement and Payment, Item No. 14 and 15 to include grout in the description of these items.



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• Revised sheets G-01, Sheet 2; C-25, Sheet 12; C-26, Sheet 13; C-28, Sheet 15; C-44, Sheet 31; C-144, Sheet 32; D-02, Sheet 42; D-08, Sheet 44; D-11, Sheet 47 and D-12, Sheet 48.

Permits

- Special Condition 3 (shown on Sheet SC-1) requires Contractor to obtain all necessary permits and pay all associated fees in obtaining the permits.
- The City of San Antonio (CoSA) Tree Permit has been approved.
- Status of remaining permits
 - TPDES (NOI, etc.) are included in the TPDES and Storm Water Pollution Prevention Plan (SW3P) issued with the plans.
 - CoSA Floodplain Development Permits Have been preliminary reviewed by CoSA and await formal submittal request for the permit by the contractor.
 - Bexar County Floodplain Development Permits Have been preliminary reviewed by Bexar County Department of Public Works (BCDPW), and await formal submittal request for the permit by the contractor.
 - BCDPW also has a Stormwater Quality Site Development Permit (similar to the TPDES), which will be required to be submitted by the contractor.
 - Roadway crossing permit Applewhite Road has been preliminary reviewed by CoSA and await formal submittal request for the permit by the contractor.
 - Pape-Dawson will assist the contractor in coordinating with the agencies to obtain the remaining permits.

General Requirements

- Work Area Limit
 - Section 01010, Paragraph 1.06.A defines the contractor's work area limits.
 - Contractor shall be confined to the easement limits.
 - Contractor will be issued a warning one (1) time if found to be working outside of the
 easement limits. Contractor will be required to install fence on easement limits if
 work outside of easement limits is performed after the first warning is issued.
 - Contractor to provide copies of any agreements outside of the easement area with the landowner (Toyota) to the Construction Manager and SAWS.
- Toyota Requirements
 - Section 01010, Paragraph 1.07 and Appendix A shows what the contractor will be required to comply with while on Toyota property.
 - Access for the MRSO construction, east of Leon Creek, on the Toyota property, will be via a gate north of the proposed sewer line construction on Pleasanton Road.
 - All contractor personnel will be required to attend a Toyota Site Safety Orientation Class.



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Survey

- Section 01050 defines contractor's responsibilities for surveying on the project.
- A Registered Professional Land Surveyor is required.
- Control points have been provided along the proposed pipeline alignment. The contractor is responsible for all of his survey control to construct the project.
- The contractor will be required to submit a report to Pape-Dawson that he verified the primary control points, and secondary control point set by the contractor's surveyor.

• Disputes Review Board & Escrow Bid Documents

- Sections 01120 and 01130 define the Disputes Review Board and Escrow Bid Documents, respectively.
- The Disputes Review Board consists of three (3) members. One selected by SAWS, one selected by the Contractor, and one selected by the two members selected by SAWS and the Contractor.
- Escrow Documents shall be submitted three (3) days after the bid opening.

QC/QA Testing

- Section 01400 and individual specification sections define various QC/QA testing requirements.
- Contactor provides Quality Control (QC) testing, and is required to contract their own testing laboratory.
- SAWS provides Quality Assurance (QA) testing.

Field Offices

- Contractor
 - Section 01500, Paragraph 1.02 defines the requirements for the Contractor's Field
 Office and Temporary Construction Facilities.
 - Space is available, and permitted, at SAWS Leon Creek WRC.
- Owner
 - o Pape-Dawson Engineers' field office is currently at Leon Creek WRC.

Digital As Builts

- Section 01720 defines the requirements of the Contractor to furnish Project Record Documents (As-Builts).
- SAWS will be using a new system to develop Project Record Documents on this project. The use of a Records Document Application (RDA) will be utilized on this project.
- Digital drawings will be required on a monthly basis.
- Contractor to provide actual survey data after installation.
- File requirements are provided in the referenced specification section.



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Technical Requirements

- Specifications
 - SAWS Standard Specifications govern. See Special Conditions SC-5.0 (sheet SC-1) for web site locations.
 - Supplementary Specification Sections amend those specifications.
- Stop Logs
 - Section 15113 defines the requirements of Stop Log Frames
 - Contractor is only to provide Frames.
 - Stop Logs are owned by SAWS and are stored at the Dos Rios WRC.

Jerry asked if there were any questions from those in attendance. The following questions were presented:

- 1. Will there be a SW3P with the plans?
- 2. What about the 95% compaction requirement. Will it be all disturbed areas?
- 3. Is there a spoil site for excess material?
- 4. Can the topsoil stripping material be hauled off and put back at a later time?
- 5. Can native material be used for backfill?
- 6. Is there a Pay Item for over excavation (i.e. unstable conditions at trench bottom)?
- 7. Are there details on the existing Highline Tower footing?
- 8. Is the access to the property during construction only via the gate on Pleasanton Road?
- 9. Are all of the construction materials (pipe, bedding/backfill material, etc.) to be delivered via the access gate and within the easement?

Diana again reminded everyone that all questions, even those asked during today's meeting should be sent in writing to her attention no later than 4:00 p.m. on November 12, 2010.

As per the *Invitation to Bidders*, the following companies were in attendance at the Mandatory Pre-Bid Meeting and will be allowed to bid the project:

- o Oscar Renda Contracting
- o Eutaw Construction
- o Holloman Corp. (Utilities)
- o Laughlin-Thyssen, Inc.
- o S. J. Louis Construction
- o Ledcor CMI, Inc.
- o Davis Excavation
- o ACE Pipe Cleaning
- o Merrymen Excavation
- o J. M. Eagle
- o Hobas Pipe USA



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- Lewis Contractors
- Morgan Contracting
- o E. P. Brady, LTD
- o Ameron International
- o Ballenger Construction
- Silverado Group
- o KFW Surveying
- o Wright Construction Co., Inc.
- o BRH-Garver Construction. LP
- o BRB Contractors
- o Flatiron-Redcliff
- o US Composite Pipe South
- o Cash Construction
- o Don Kelly Construction, Inc.
- o Pipelayers, Inc.
- o I.T.T. Water and Wastewater
- o D C Civil Construction
- Sundt Construction
- L-F-M Fiberglass Manholes

The "Minutes of the Meeting" outlined herein reflect Pape-Dawson Engineers' understanding of what was discussed and presented at this meeting. The minutes will stand for the record unless comments are received in writing within (3) days of the date of these minutes.

END OF MEMO

Attachments:

- 1. Attendance List
- 2. Bid Proposal Checklist

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SAN ANTONIO WATER SYSTEM MEDINA RIVER SEWER OUTFALL Segment 2 Project; SAWS Job No. 11-2503 Solicitation No. B-10-055-DD November 10, 2010; 10:00 am SAWS Tower II, 1st Floor Conference Room; CR-145 Purpose: Mandatory Pre-Bid Meeting

NAME	COMPANY	PHONE#	FAX	EMAIL
*	Pape-Dawson	(210) 375-9000	(210) 375-9010	jberry@pape-dawson.com
JAN	Pape-Dawson	(210) 375-9000	(210) 375-9010	jortega@pape-dawson.com
	Pape-Dawson	(210) 375-9000	(210) 375-9010	devans@pape-dawson.com
	Pape-Dawson	(210) 375-9000	(210) 375-9010	jlieck@pape-dawson.com
	Pape-Dawson	(210) 375-9000	(210) 375-9010-	imolina@pape-dawson.com
•				
Diana W. Dwyer Aund	SAWS	(210) 233-3372	(210) 233-5218	ddwyer@saws.org
Patrick O'Connor QCC	SAWS	(210) 233-3520	(210) 233-5468	Patrick.OConnor@saws.org
	SAWS	(210) 233-3591		-Kerry-Averyt@saws.org-
Dennis Bailer	Oxar Renda.	817 491-2703	7501-184 UB	817 491-1627 dbailer @ oxarrenda-com.
Lane Williams	Eutaw Construction 662 436 2211		2810 HAS 109	601 544 0195 LWilliams Gentaw Construction. Com
	EUTALD CONSTRUCTION 662. 426. 5720		CO1. 544.0195	601. 544, 0195 MARQUEEN @ EUTALJCONSTRUCTION. COM
Sherry Burghart	Holloman Utilities 210-667-9925		210-647-9968	210-667-9968 Sherry hurdhart-Challemancorp-com
KEIN COUETNEY	LAUGHLIN-THYSSEN	0	713-675-7022	LAUGHLIN-THYSSEN 713-429-6500 713-675-7022 ChadalalaughLint.com
	5.5. Louis Coust.	210-340-9998	210-340-9997	SAMMESTLOUIS, COM
Keith Baldwin	LedCor Const	1629-572-084	*	Roy. Batching Ledor. Con
MICHAELDALZIEL	LEDCOR CMI INC.	210.651.6578	338,788,2702 483,259,8756	MICHAEL, DALZIELE LEDEOR, COM

NAME	COMPANY	PHONE#	FAX	EMAIL
Drew Davis	DAVIS EXCAVATION	214-735-8042	214-755-8043	Grew B Davis ExENVAtion COM
CHARLES GREIFFIN	VICKIZEY 4 ASSOCIATES 210	210 349-3271		CHEIRING VICKTERNET. Com
BLUCE JAMESON	ACE Pipe Cleaning 819-401-3639	817-401-3639	210-224-5920	bjameson @ acepipe. Com
Chrospole Camerin	ALC. Pipe Cheming	512-(063-14/0)	73.5- 477. 07	6:16-1477 @hohms/60 m
Tim Golyzinak	Merrymen Excavation	815-482-3211	415-331-1168	Merrymen Excavation 815-482-3211 RIF-331-1168 Tim. Golyzinak @ Merrymen excavation. Com
TIM HESSIGH	JM ERGUE	281-883-6072	832.201-7179	timbressler to inceale. com
Victor Rivera	HOBAS PIPEUSA 713-907-4406	713-907-4406	5127-128-1824	rrivera @ hosaspipe com
Matt Lowis	Lewis Confrectors	512-360-9900	S12 -360-49	Matt & lewiscontractors.com
(Jasy (Jastner	MorganContracture	763. 688.0493	763 400 0080	
Daniel Bessy	E. P. Beacy Lon 713-691-0923	713-691-0923	7/3-691-5423	dan Ocopeantro. com
Jay Warren	Ameron lat.	817-414-7775	817-416-718	JWarren@ ameron. com
Jim MARLEN	Amenow Indi	Amenow Indi 214 914 2485 PC-486396	PC7-48-1396	5 MARLEW CAMPHOW Johner
Fernando Botello	Ballenger Construction 210-237-0976	1 1		Photello@bal-con, com
TED University	SELVERANDE GROUP	200-617-4550	210-1019-4572	tames esilvender. com.
BLAINE COPER	KFW SURVEYING	210-979-8444		210-979-8441 blope 2 CKfine Mineers. com
BRAO MILLER	WEIGHT CONST. CO. IN 817-481-2594	817-48	\$17-481-2369	B MILLER C WEIGHT CONST. LOW
Phil Reed	BAH-GARVER CONSTRUCTION L.P.	TION L.P. 2929	713-921-2487	Phil Reed BRHGARVER. COM
John Rishy	BRK Contacted	785- 232- 1245	785-235-8045	WWW. brb contractor com
NATHAR MIGRAND	FLATIBON - RED CLIFF 915-532-2610	e 915-532-2610	915-908-7406	BIDDING TEANREDCLIFT. COM
Rocky Lorenz	USCOnpositeRipeSouth 817-829-4525	1 817-829-4525		PLORENZ® KTIPIPE, com
Ace dickehut	Cash Construction	512-251-1872	512-251-1472	Tdickelut @ coctex, com
JOHN SIMONSON	Horsas Pipe	832-183-1008	281821-7715	28-821-7715 JSIMONSONG HOBASPIPE. COM
Buc Gerser	DON KELLY CONST	817-472-8169	E11-472-5481	817-972-5481 but gedonkenylonstruction com
Mark Medly	Tan Kal D	611-412-8196	811-54	317-472-542 woodby Dancelly Constrate Con
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EMAIL	CHESSEN PRECAVERSING COM	jay. cox a itt. com	dancel. Compo Odcervol, com	JAKROSTO SUNDICOM	9795420912 NATHAN Q KFM-FRP. COM										
FAX				210-276278	999542091										
PHONE#	210-68H-7400	210-946-7867	0 210-488-8402	2108012181			TP								·
COMPANY	FIRELANTERS INC	ITT WWW	OC CHWI Contraction	Swort											
NAME	WANIN	JAY GX	Daniel Coupo	see (moso)	B.11 BRANGEM	į									

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BID PROPOSAL CHECKLIST:

Medina River Sewer Outfall – Segment 2 Project SAWS Job No. 11-2503 Solicitation No. B-10-055-DD

Mandatory items to be submitted with the Bid Packet for the above-referenced project:

Bid proposal (BP-1 through BP-6)
Bid Proposal Certification (BP-7)
Bid Bond
Signed page(s) of Addendum(s)
Good Faith Effort Plan
Conflict of Interest Questionnaire (Form CIQ)
Letter of Insurance Verification and/or sample Certificate of Insurance verifying
insurance coverage
Bidder's Certifications (TWDB Form WRD-255)
Vendor Compliance with Reciprocity on Non-Resident Bidders (TWDB Form
WRD-259)
Financial Statement prepared within the last twelve months by an independent
Certified Public Accountant (per Supplementary Conditions, page SS-1)
Company Information Packet (per Supplementary Conditions, page SS-1)
Prepared statement regarding ability to complete project (per Supplementary
Conditions, page SS-1)
Statement of Bidder's Experience (Attachment A)/Record of Performance on
three (3) similar projects in the last five (5) years (per Supplementary Conditions
page SS-1)
Attachment D - Geotechnical Data Report and Geotechnical
Baseline Report Acknowledgement Form
Attachment E – Escrow Bid Documents Acknowledgement Form

Items to be submitted with Awarded Contract:

- 1. Contractor's Act of Assurance (TWDB Form ED-103)
- 2. Contractor's Resolution (TWDB Form ED-104)

Job No. 11-2503 Medina River Sewer Outfall, Segment 2 Solicitation No. B-10-055-DD

Date:	:	

BID PROPOSAL

PROPOS.	AL OF					
A cor	rporation					
A pai	rtnership consisting of					
An in	ndividual doing business as					
THE SAN Pursuant materials San Anto	ANTONIO WATER SYSTEM to Instructions and Invitation as specified and perform the nio Water System Job Number prices to wit:	ıs to Bido work requ	lers, the u	ndersigned e constructi	proposes to fu on of pipelines a	rnish all labor and appurtenances,
ITEM NO.	DESCRIPTION & ESTIMAT QUANTITIES (Unit Price to be written in w		UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
1.	Erosion & Sedimentation Cor	ntrols <u>Dollars</u> Cents	LS	1	\$XXXXXXX	\$
2.	Trench Excavation Safety Pro		LF	21,743	\$	
3.	Revegetation	Dollars Cents	SY	ŕ	\$	
4.	78" FRP (all depths)	Dollars Cents	LF	20,663	\$	\$
5.	78" Tee Base MH	Dollars Cents	EA	5	\$	\$
6.	78" Special Tee Base MH	Dollars Cents	EA	1	\$_	\$

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
7.	78" Tee Base MH, Miter Dollars Cents	EA	11	\$. \$
8.	78" Tee Base MH (Drop) Dollars Cents	EA	8	\$	\$
9.	78" Tee Base MH Miter (Drop)	EA	6	\$	\$
10.	Tee Base MH, 60" Riser Extra Depth (>15') Dollars		-	·	. ,
	Cents	LF	307	\$	\$
11.	Toyota Lift Station Tie-In Dollars Cents	LS	1	\$ <u>XXXXXXXX</u>	\$
12.	Fence Gate 16' (Type 1) Dollars Cents	EA	3	\$	\$
13.	Remove and Replace Fencing Dollars Cents	LF	410	\$	\$
14.	Boring or Tunneling for 78" DIA. FRP Dollars Cents	LF	192	\$	\$
15.	Carrier Pipe Installed in Steel Casing or Tunnel Liner Plate (78" DIA FRP) Dollars		.02	*	- +
	Cents	LF	192	\$	\$

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
16.	Downstream Siphon Structure No. 2 Dollars Cents	LS	1	\$XXXXXXXX	\$
17.	Upstream Siphon Structure No. 2 Dollars		·	φ <u>, α σ α σ α σ α σ</u>	Ψ
18.	Cents 12" FRP for Siphon No.2	LS	1	\$XXXXXXXX	\$
	<u>Dollars</u> <u>Cents</u>	LF	530	\$. \$
19.	36" FRP for Siphon No.2 Dollars Cents	LF	530	\$	\$
20.	42" FRP for Siphon No.2 Dollars Cents	LF	530	\$	\$
21.	30" HDPE (Air By-Pass Pipe) Dollars			*	· ·
22.	Cents Air Bypass Manhole (FRP)	LF	550	\$	_ \$
22.	Dollars Cents	EA	2	\$	\$
23.	Rock Rip Rap (12" to 18") Dollars Cents	SY	889	\$	\$
24.	Concrete Cap Dollars				
25.	Cents Concrete Encasement	LF	250	\$	\$
	<u>Dollars</u> Cents	LF	373	\$	\$

Segment 2

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
26.	Bypass Pumping				
	Dollars				
	Cents	LS	1	\$XXXXXXXX	\$
27.	Abandonment of Sanitary Sewer Main and Manholes				
	<u>Dollars</u>				
	Cents	LF	400	\$	\$
28.	Tree Protection				
	Dollars				
	Cents	LS	1	\$XXXXXXXX	\$
29.	Connection to MRSO Segment 1				
	Dollars				
	Cents	LS	1	\$XXXXXXXX	\$
30.	Connection to MRSO Segment 3				
	<u>Dollars</u>				
	Cents	LS	1	\$XXXXXXXX	\$
31.	Gravity Sewer Outfall Testing				
	Dollars				
	Cents	LF	21,084	\$	\$
32.	Disputes Review Board				
	Dollars				
	Cents	LS	1	\$XXXXXXXX	\$30,000.00
LINE ITE	-M "Δ"				
	TAL BASE BID		<u>\$</u>		

Job No. 11-2503 Medina River Sewer Outfall Segment 2

TOTAL BID AMOUNT (LINE ITEM "A" + LINE ITEM "B")

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)		
33.	Mobilization						
	Percent	LS	1	\$XXXXXXXX	\$		
	(Maximum of 5% of the <u>Line Item "A"</u> Sub-total Base Bid amount)						
LINE ITEM "B"							
MOBILIZ	ZATION SUB TOTAL			<u>\$</u>			
total baand do govern mobiliz	Mobilization lump sum bid amount so bid amount. In the event of a bilar amount shown for the Mobilist the percentage written extation, SAWS reserves the right just the extension of the bid item	discrep ilization ceeds to cap	ancy bet bid item the allow the amou	ween the writ the written p wable maxim	ten percentage percentage will um stated for		

DOLLARS AND

CENTS

	FIRM'S NA	AME (TYPE OR PRINT)	
	FIRM'S AD	DDRESS	
	T IT IIVI O AL	DI LEGO	
	FIRM'S PH	HONE NO./FAX NO.	
	EIDM'S EN	MAIL ADDRESS	
	FIRIVI S EIV	MAIL ADDRESS	
The Contractor herein acknowledges rec	eipt of the following		
Addendum No.	Dated	Signed:	
Addendum No	Dated	Signed:	
Addendum No	Dated	Signed:	
Addendum No.	Dated	Signed:	

BIDDER'S SIGNATURE & TITLE

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project with <u>540</u> calendar days after the start date, as set forth in the Authorization to Proceed. The Bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the Project if not completed on time.

Complete the additional requirements of the Proposal which are included on the following pages.

CONTRACT C-XX-XXX-DD

STATE OF TEXAS § COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this <u>XX</u> day of <u>XXXXXX</u>, A.D, 2010, by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, and <u>XXXXXXXXXXXX</u>, of the City of <u>XXXXXXXXXX</u>, County of <u>XXXXXXXXX</u>, State of <u>XXXXXXXX</u>, Second Party, hereinafter termed the Contractor.

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee.

This Contract is contingent upon the release of funds from the Texas Water Development Board. The San Antonio Water System may not issue an Authorization to Proceed Letter until the San Antonio Water System has received written approval of the bid and contract document package, and approval of funds from the Texas Water Development Board.

The Contractor hereby agrees to commence work under this Contract within seven (7) days after issuance by the SAWS of the written Authorization To Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization To Proceed. Computation of Contract Time will begin upon actual commencement of Work by the Contractor during the seven (7) calendar day period referenced above, or upon the eighth (8th) calendar day (assuming the eighth day is a day upon which Work may lawfully and Contractually be performed), whichever occurs first. All work specified in these Contract Documents shall be completed within <u>540</u> calendar days.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, of the Texas Local Government Code, apply to this contract. The terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner Agree that as a public body, Owner is authorized by such state law to negotiate change orders up to and including the amount of \$25,000.00 acting by and through its duly designated administrative officer (Contracting Officer). It is agreed and understood that any change orders which increase the work of the contract in excess of 25% of the bid contract price, must be subject of a supplemental agreement approved by the San Antonio Water System Board of Trustees of San Antonio as in case of original contracts. The work of the contract may be decreased over 25% with the consent of the Contractor.

The Owner agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

The Invitation to Bidders

The Instructions to Bidders

The Proposal

The Payment Bond

The Performance Bond

The General Conditions of the Contract

The Special Conditions of the Contract

The Supplemental Conditions of the Contract

The Construction Specifications

The Standard Drawings

Addenda

Change Orders

Good Faith Effort Plan

The Plans, designated San Antonio Water System Project Job No. 11-2503: Medina River Sewer Outfall, Segment 2.

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, OWNER

Robert R. Puente	
President/Chief Executive Officer	
Date:	
Y	
ByContractor	
Contractor	
By	
(Signature)	
Date:	
(Print/Type)	
Title	

Texas Water Development Board

SUPPLEMENTAL CONTRACT CONDITIONS

For Projects Funded through the

Clean Water State Revolving Loan Program (Tier II),

Table of Contents

Instructions to Bidders

- 1. Contingent Award of Contract
- 2. Equal Employment Opportunity and Affirmative Action
- 3. Bid Guarantee
- 4. Award of Contract to Nonresident Bidder

Forms to be submitted with bids (attached)

- Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255)
- 2. Vendor Compliance with Non-Resident Bidder Requirements (WRD-259)

Supplemental Contract Conditions

- 1. Supersession
- 2. Privity of Contract
- 3. Definitions
- 4. Laws to be Observed
- 5. Review by Owner, TWDB, and EPA
- 6. Performance and Payment Bonds
- 7. Progress Payments and Payment Schedule
- 8. Workman's Compensation Insurance Coverage
- 9. Changes
- 10. <u>Prevailing Wage Rates Wage Rate Determinations</u>
 Mandatory Davis-Bacon Act Contract Conditions
- 11. Equal Employment Opportunity and Affirmative Action
- 12. Archeological Discoveries and Cultural Resources
- 13. Endangered Species
- 14. Hazardous Materials
- 15. Project Sign
- 16. Operation and Maintenance Manuals and Training
- 17. As-built Dimensions and Drawings

Required Forms to be submitted with executed contracts:

- 1. Contractor's Act of Assurance (ED-103)
- 2. Contractor's Resolution on Authorized Representative (ED-104)

TWDB SUPPLEMENTAL CONDITIONS

Instructions to Bidders

1. CONTINGENT AWARD OF CONTRACT

This contract is contingent upon release of funds from the Water Development Board.

Any contract or contracts awarded under this Invitation for Bids are expected to be funded in part by a loan or grant from the Texas Water Development Board, and a grant from the United States Environmental Protection Agency (U.S. EPA.) Neither the State of Texas, or U.S. EPA nor any of its departments, agencies, or employees are or will be a party to this Invitation for Bids or any resulting contract.

2. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

The Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255) must be submitted with the bid.

3. BID GUARANTEE

Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price. (Water Code 17.183) If a bid bond is provided, the contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art. 7.19-1. Bond of Surety Company; Chapter 7 of the Insurance Code

4. AWARD OF CONTRACT TO NONRESIDENT BIDDER

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. (Source: Texas Government Code Chapter 2252 Subchapter A Nonresident Bidders, (§ 2252.002) The bidder will complete form WRD-259 which must be submitted with the bid.

Forms to be submitted with Bid:

- Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255)
- Vendor Compliance with Non-Resident Bidder Requirements (WRD-259)

Supplemental Contract Conditions

Conditions:

1. SUPERSESSION

The Owner and the contractor agree that the TWDB Supplemental Conditions apply to that work eligible for Texas Water Development Board assistance to be performed under this contract and these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

Funding for this project is expected to be provided in part by the Texas Water Development Board. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapters 363 and 375 in effect on the date of the assistance award for this project.

3. DEFINITIONS

- (a) The term Owner means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Administrator, or the authorized representative thereof.

4. LAWS TO BE OBSERVED

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his subcontractor or his employees.

5. REVIEW BY OWNER, and TWDB

- (a) The Owner, authorized representatives and agents of the Owner, and TWDB shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.
- (b) Any such inspection or review by the TWDB shall not subject the State of Texas to any action for damages.

6. PERFORMANCE AND PAYMENT BONDS

Each contractor awarded a construction contract furnish performance and payment bonds:
(a) the performance bond shall include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices; and

- (b) the performance and payment bonds shall be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the engineer of the political subdivision.
- (c) The contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art. 7.19-1. Bond of Surety Company; Chapter 7 of the Insurance Code

7. PROGRESS PAYMENTS AND PAYMENT SCHEDULE

- (a) The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.
- (b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor shall submit to the Owner a detailed breakdown of his estimated cost of all work to be accomplished under the contract, so arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

(c) Progress Payments

- (1) The Contractor shall prepare his requisition for progress payment as of the last day of the payment month and submit it, with the required number of copies, to the Engineer for his review. Except as provided in Paragraph (3) of this subsection, the amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit prices contained in the agreement (or cost breakdown approved pursuant to section 6.b relating to lump sum bids) and adjusted by approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer.
- (2) The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.
- (3) This clause applies to contracts when the Owner is a Municipal Utility District, or Water Control and Improvement District. The retainage shall be ten percent minimum of the amount otherwise due until at least fifty percent of the work has been completed. After the project is fifty percent completed, the District may reduce the retainage from ten percent to no less than five percent.
- (4) The five percent (5%) minimum retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.

(5) The following clause applies only to contracts where the total price at the time of execution is \$400,000 or greater and the retainage is greater than 5% and the Owner is not legally exempted from the condition (i.e. certain types of water districts).

The Owner shall deposit the retainage in an interest-bearing account, and the interest earned on such retainage funds shall be paid to the Contractor after completion of the contract and final acceptance of the project by the Owner.

- (d) Withholding Payments. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
- (e) Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 3 hereof (relating to labor standards) and other general and special conditions elsewhere in this contract.
- (f) Final Payment.
 - (1) Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.
 - (2) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved change orders. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
 - (3) The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work.
 - (4) Withholding of any amount due the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

8. WORKMAN'S COMPENSATION INSURANCE COVERAGE

- (a) The contractor shall certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.
- (b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.
- (c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.
- (e) In this section:
 - (1) "Building or construction" includes:
 - (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
 - (B) remodeling, extending, repairing, or demolishing a structure; or
 - (C) otherwise improving real property or an appurtenance to real property through similar activities.
 - (2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. CHANGES

- (a) The Owner may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the time, method or manner of performance of the work;
 - (3) In the Owner-furnished facilities, equipment, materials, services or site, or
 - (4) Directing acceleration in the performance of the work.
 - (5) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor. (Local Government Code 271.060)
- (b) A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the Owner which causes any change, provided the contractor gives the Owner written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the Owner shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost the contractor reasonably incurred in attempting to comply with those defective specifications.
- (e) If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a) (I) or the furnishing of a written notice under paragraph (a) (2), submit a written statement to the Owner setting forth the general nature and monetary extent of such claim The Owner may extend the 30-

- day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.
- (f) No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.
- (g) Changes that involve an increase in price will be supported by documentation of the costs components in a format acceptable to the Owner.

10. PREVAILING WAGE RATES

INSERT WAGE RATE DETERMINATION

Insert Wage Rate Determinations indicating which construction type is being used. (More than one may be **checked**).

(a) X Construction Type: Heavy determination

Includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

(b) □ Construction Type: Highway determination

Includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

(c) □ Construction Type: Building determination

Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

(d) □ Construction Type: Residential

Includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

As per DOL guidance, anything that cannot be classified as Building construction, Highway construction, or Residential construction defaults to Heavy construction. Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work.

Texas Water Development Board Mandatory Davis-Bacon Act Contract Conditions For CWSRF & DWSRF Funded Projects

PLEASE NOTE: <u>This language must be included in all Davis-Bacon covered construction</u> contracts and subcontracts. (29 CFR Part 5.5).

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act must have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the OWNER if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the OWNER. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and

home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the applicant, sponsor, or owner, as the case may be, for transmission to the applicant, sponsor, or owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a ``Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the OWNER or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by

formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than 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 the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b) (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the OWNER and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following form, Monthly Davis Bacon Act Certificate of Compliance Submittal by Recipient (DB-0154), must be completed by the project recipient and submitted with each monthly/quarterly outlay report. (Information on outlay reporting may be accessed at: http://www.twdb.state.tx.us/assistance/financial/outlay/

Additional Forms

The following forms are suggestions only and may be used as tools which may aid in complying with the Davis Bacon requirements.

STATEMENT OF COMPLIANCE CERTIFICATION BY CONTRACTOR for SRF

Davis-Bacon Requirements

In accordance with Title 29 CFR Part 5.5 each monthly pay request estimate must be accompanied by a statement of compliance certificate executed by each prime contractor employing mechanics and laborers at the work site in which the federal government is to participate. The prime contractor may choose to use the statement of compliance located on the back of the DOL Payroll Form WH-347 or the following:

Date:	
Estimate Number: for the p	eriod to
Name of Project:	Location:
Contract Number:	Date Contract Awarded:
TWDB SRF Project No.:	
Conditions" (DB-0152) have been complied	•
	as principal contractor and by each subcontractor
Name of Contractor	
employing mechanics or laborers at the site of respect to the required provisions.	f the work, or there is a substantial dispute with
Name and Con	tractor/Subcontractor
Signat	ure and Title
Notes: This <u>Statement of Compliance Certification</u> Requirements (DB-0155) may be placed on the	cation by Contractor for SRF Davis-Bacon ne pay request or on a separate sheet attached to the

invoice.

$\textbf{DOL Payroll form WH-347} \ \underline{\text{http://webapps.dol.gov/libraryforms/go-us-dol-form.asp?FormNumber=38}}$

	For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)	ructions at www.dol.go	ov/whd/forms/wh347instr.htn	U.S. Wage and Hour Division
PERSONN NAME OF CONTRACTOR OR SUBCONTRACTOR	reasons are not required to respond to the collection or information unless it displays a cultienty value Units control nullines! ADDRESS	Information unless it displays a	а силелву Valid Омів соли'є питреї.	Nev. Dec. 2008 OMB No.: 1215-0149 Expires: 12/31/2011
PAYROLL NO. FOR WEE	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.
G S SINGE G	(4) DAY AND DATE	(9) (9)	(3)	(8) DEDUCTIONS
NAME AND INDWIDUAL IDENTIFYING NUMBER 16.9. LAST FOUR DIGITS OF SOCIAL SECURITY 18.9. LAST FOUR DIGITS OF SOCIAL SECURITY 19.00 CLASSIFICATION	ATION HOURS WORKED EACH DAY	TOTAL RATE AM HOURS OF PAY EA	GROSS WITH- AMOUNT HOLDING EARNED FICA TAX	TOTAL OTHER DEDUCTIONS
	G 0			
	G 0			
	Ο ω			
	G 0			
	O 0			
	G 0			
	Ο ω			
While completion of FornWH-347 is optional, it is nanodary for covered contractors and subcontractors performing work on Febral Winnered or assisted construction contracts to respond to the information contractors and subcontractors performing work on Febral Winnered or assisted construction contracts to "Lord Respond to the information contractors and subcontractors of a septembral of a septembral or the septembral of the	Inductive contectors and subcontractors performing work on Febral Minanced or assisted construction contracts to respond to the information collection contained in 26 C.F.R.§\$ 33, 55(a). The Coppelant reforming work on Febral Minanced or assisted construction contracts to respond to the information the construction contracts as a second of the second of the second of the second of assisted construction contracts of the second of the	mored or assisted construction con the statement with respect to the struction project, accompanied by agencies receiving this information of the statement of the statement of the profession, Wages and Hou the Administrator, Wages and Hou	ritacts to respond to the information collection in wages said sech entitionee during the press as a signed "Statement of Compliance" information to determine that error information to determine that error information to determine that error infaming the data needed, and completing and information U.S. Department of Labor, Room St.	contained in 29 C.F.R. §§ 33, 55(a). The Cope eding week". U.S. Degatiment of Labor (DOL) up that the payrulls are correct and complete and libyees have received legally required wages at leavewing the collection of information. If you h 1902, 200 Constitution Avenue, NW.

GE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required finge benefits as listed in the contract, except as noted in section 4(c) below.	EXPLANATION		NAME AND TITLE SIGNATURE SIGNATU
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH a indicated on the payor, an andicated on the payor, an amount basic hourly wage rate plus the amon in the contract, except as noted in s	EXCEPTION (CRAFT)	REMARKS.	NAME AND TITLE THE WILLIU. FALSFICATION OF ANY OF THE ABS SUBCONTRACTOR TO CANL OR CRIMINAL PROSECUTION 31 OF THE UNITED STATES CODE.
(Title)	cidor) that during the payroll period commencing on the that during the payroll period commencing on the that during the payroll period commencing on the that day of that day of that no rebates have and of said	from the full share been made either directly or indirectly sible deductions as defined in Regulations, Part der the Copeland Act, as amended (48 Stat. 948, and described below:	that the wage rates for laborers or mechanics contained therein are not less than the so contained in any wage determination incorporated into the contract; that the pretent for each laborer or mechanic conform with the work he performed. prentices employed in the above period are duly registered in a bona fide in registered with a State apprenticeship agency recognized agency exists in a aining. United States Department of Labor, or if no such recognized agency exists in a with the Bureau of Apprenticeship and Training, United States Department of Labor. FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of finge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.
Date(Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons employed by	(Contractor or Subcontractor) ; that during the payroll period commencing on the (Building or Work) day of day o	(Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3149), and described below:	correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the applicable wage rates contained in any wage determination incorporated into the performed. (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. (4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS (a) where FRINGE department of the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fininge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.





WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

11. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

This provision only applies to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects which receive funds made directly available by Federal funding and the contract agreement is for more than \$10,000.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, age, handicap, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, the Age Discrimination in Employment Act of 1967,29 U.S.C.A. 621 (1985), Executive Order 12250 of November 2, 1980, the Rehabilitation Act of 1973, 29 U.S.C.A. 701 et seq. (1985), and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(h) The Contractor will comply with Executive Order 11246 based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. The goals are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers (512) 229-5835. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12. ARCHEOLOGICAL DISCOVERIES AND CULTURAL RESOURCES

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places, or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas. The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC 41.6 - 41.10, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, the TWDB, and the Texas Antiquities Committee, P.O. Box 12276, Capitol Station, Austin, Texas 78711-2276. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

13. ENDANGERED SPECIES

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species.

If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter

to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, or implement other mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

14. HAZARDOUS MATERIALS

Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for the testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

15. PROJECT SIGN

A project IDENTIFICATION SIGN will be provided to the contractor. The contractor shall erect the sign in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the Owner.

16. OPERATION AND MAINTENANCE MANUALS AND TRAINING

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor shall submit three copies of each complete manual to the Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location.
- (b) The Owner shall require the Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Engineer rejects the manual, the Contractor shall correct and resubmit the manual until it is acceptable to Engineer as being in conformance with design concept of project and for compliance with information given in the Contract Documents. Owner may assess Contractor a charge for reviews of same items in excess of three (3) times. Such procedure shall not be considered cause for delay. Acceptance of manuals by Engineer does not relieve Contractor of any requirements of terms of Contract.
- (c) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
- (d) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment.
- (e) Each manual to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:
 - (1) A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.

- (2) A list of recommended stock of parts, including part number and quantity.
- (3) Complete replacement parts list.
- (4) Performance data and rating tables.
- (5) Specific instructions for installation, operation, adjustment, and maintenance.
- (6) Exploded view drawings for major equipment items.
- (7) Lubrication requirements.
- (8) Complete equipment wiring diagrams and control schematics with terminal identification.

17. AS-BUILT DIMENSIONS AND DRAWINGS

- (a) Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
 - (1) Horizontal and vertical locations of work.
 - (2) Changes in equipment and dimensions due to substitutions.
 - (3) "Nameplate" data on all installed equipment.
 - (4) Deletions, additions, and changes to scope of work.
 - (5) Any other changes made.

Forms to be submitted with executed contracts:

- 1. Contractor's act of Assurance (ED-103)
- 2. Contractor's Resolution on Authorized Representative (ED-104)

CONTRACTOR'S ACT OF ASSURANCE

STATE OF TEXAS		
COUNTY OF		
BEFORE ME,	, a Notary Public duly commissioned and qualified	
in and for the County of	in the State of Texas came and appeared	
, as repr	resented by, the	
corporations	, who declares he/she is authorized to	
represent	pursuant to provisions of a resolution	
adopted by said corporation on the _	day of, 20	
(a duly certified copy of such resolu	tion is attached to and is hereby made a part of this	
document).		
, as the i	representative of,	
declares that	assures the Texas Water Development	
Board that it will construct	project at, Texas,	
in accordance with sound construction	on practice, all laws of the State of Texas, and the rule	S
of the Texas Water Development Bo	oard.	
GIVEN UNDER MY HAN	ID and seal of office this day of,	
20 A.D.		
<u>—</u>	Signature	
	Printed Name	
	My Commission expires	

CONTRACTOR'S RESOLUTION ON AUTHORIZED REPRESENTATIVE

Name or Names	
I hereby certify that it was RESOLVED by a qu	norum of the directors of the
Name of Corporation	, meeting
on the day of, 20, that	,
, and	, be, and hereby is,
authorized to act on behalf ofName of Corporation	, as its
representative, in all business transactions conducted in	n the State of Texas, and;
That all above resolution was unanimously ratif	fied by the Board of Directors at said
meeting and that the resolution has not been rescinded	or amended and is now in full forces
and effect; and;	
In authentication of the adoption of this resoluti	ion, I subscribe my name and
affix the seal of the corporation this day of _	, 20
	Secretary
(seal)	

SHEET INDEX

		SHEI	
DRAWING NUMBER	SHEET NUMBER	<u>DESCRIPTION</u>	
G-00	1	TITLE SHEET	
G-01	2	SHEET INDEX, BID QUANTITIES AND LEGEND	
G-02	3	GENERAL NOTES	
G-03	4	INDEX SHEET	
G-04	5	OVERALL SURVEY CONTROL SHEET	
G-05	6	PRIMARY HORIZONTAL CONTROL SHEET	
G-06	7	PRIMARY HORIZONTAL CONTROL SHEET	
G-07	8	PRIMARY HORIZONTAL CONTROL SHEET	
G-08	9	PRIMARY VERTICAL CONTROL SHEET	
G-09	10	PRIMARY VERTICAL CONTROL SHEET	
G-10	11	PRIMARY VERTICAL CONTROL SHEET	
		PLAN AND PROFILE SHEETS	
C-25	12	STA. 296+00 TO STA. 308+00	
C-26	13	STA. 308+00 TO STA. 350+50	
C-27	14	STA. 350+50 TO STA. 358+00	
C-28	15	STA. 358+00 TO STA. 370+00	
C-29	16	STA. 370+00 TO STA. 382+00	
C-30	17	STA. 382+00 TO STA. 394+00	
C-31	18	STA. 394+00 TO STA. 406+00	
C-32	19	STA. 406+00 TO STA. 418+00	
C-33	20	STA. 418+00 TO STA. 430+00	
C-34	21	STA. 430+00 TO STA. 441+00	
C-35	22	STA. 441+00 TO STA. 454+00	
C-36	23	STA, 454+00 TO STA, 466+00	
C-37	24	STA. 466+00 TO STA. 478+00	
C-38	25	STA. 478+00 TO STA. 490+00	
C-39	26	STA. 490+00 TO STA. 501+50	
C-40	27	STA. 501+50 TO STA. 514+00	
C-41	28	STA. 514+00 TO STA. 526+00	
C-42	29	STA. 526+00 TO STA. 538+00	
C-43	30	STA. 538+00 TO STA. 549+00	
C-44	31	STA. 549+00 TO STA. 600+13	
C-144	32	TOYOTA LIFT STATION TIE-IN	
		STRUCTURAL SHEETS	
S-12	33	STRUCTURAL GENERAL NOTES	
S-13	34	STRUCTURAL DEEP EXCAVATIONS & TEMPORARY SPECIAL SHORING	
S-14	35	STRUCTURAL TYPICAL SECTIONS & DETAILS (1 OF 2)	
S-15	36	STRUCTURAL TYPICAL SECTIONS & DETAILS (2 OF 2)	
S-16	37	INVERTED SIPHON #2 U.S. STRUCTURE	
S-17	38	INVERTED SIPHON #2 U.S. SECTION & DETAILS	
S-18	39	INVERTED SIPHON #2 D.S. STRUCTURE	
S-19	40	INVERTED SIPHON #2 D.S. SECTION & DETAILS	
S-20	41	MANHOLE DETAILS	
3-20	Τ,	MANUAL DE IAIES	

DRAWING NUMBER	SHEET NUMBER	<u>DESCRIPTION</u>	
		DETAIL SHEETS	
D-02	42	CONNECTION DETAILS	
D04	43	INVERTED SIPHON #2 GRADING DETAILS	
D-08	44	TYPICAL TRENCH_DETAILS	
D-09	45	CONCRETE CAP AND ENCASEMENT DETAILS	
D-10	46	BORING AND TUNNELING DETAILS	
D-11	47	TEE BASE AND DROP MANHOLE DETAILS	
D-12	48	MANHOLE SCHEDULE AND MANHOLE DETAILS	
D-14	. 49	MISCELLANEOUS DETAILS	
D-15	50	SLUICE GATE DETAILS	
D-16	51	FENCING DETAILS	
D-17	52	SIPHON #2 DIMENSIONAL DETAILS	
		TREE PRESERVATION PLAN SHEETS	
T-01	53	TREE PRESERVATION PLAN NOTES AND DETAILS	
T-05	54	STA. 250+00 TO STA. 356+00	
T-06	55	STA. 356+00 TO STA. 435+00	
T-07	56	STA. 435+00 TO STA. 515+00	
T-08	57	STA. 515+00 TO STA. 644+00	
T-46	58	TOYOTA TREE PRESERVATION PLAN	
		NATIVE SEED MIXTURE PLAN SHEETS	
T-27	59	STA. 250+00 TO STA. 356+00	
T-28	60	STA. 356+00 TO STA. 435+00	
T-29	61	STA. 435+00 TO STA. 515+00	
T-30	62	STA. 515+00 TO STA. 644+00	
		TRAFFIC CONTROL SHEETS	
TC-01	63	BARRICADE AND CONSTRUCTION STANDARDS - BC(1)-99	
TC-02	64	BARRICADE AND CONSTRUCTION STANDARDS - BC(2)-98	
TC-03	65	BARRICADE AND CONSTRUCTION STANDARDS - BC(3)-98	
TC04	66	BARRICADE AND CONSTRUCTION STANDARDS - BC(4)-99	
TC-05	67	BARRICADE AND CONSTRUCTION STANDARDS - BC(5)-98	
TC-06	68	BARRICADE AND CONSTRUCTION STANDARDS - BC(6)-98	
TC-07	69	BARRICADE AND CONSTRUCTION STANDARDS - BC(7)-98	
TC-08	70	BARRICADE AND CONSTRUCTION STANDARDS - BC(8)-98	
TC-09	71	BARRICADE AND CONSTRUCTION STANDARDS - BC(9)-99	
TC-10	72	BARRICADE AND CONSTRUCTION STANDARDS - BC(9A)-99	
TC-11	73	BARRICADE AND CONSTRUCTION STANDARDS - BC(9B)-98	
TC-12	74	BARRICADE AND CONSTRUCTION STANDARDS - BC(9C)-98	
TC-13	75	BARRICADE AND CONSTRUCTION STANDARDS - BC-SA(1)-99	
TC-14	76	BARRICADE AND CONSTRUCTION STANDARDS - BC-SA(2)-99	
TC-15	77	BARRICADE AND CONSTRUCTION STANDARDS - BC-SA(3)-99	
TC-16	78	TRAFFIC SIGN MOUNTING AND INSTALLATION DETAILS	

LEGEND (EXISTING ITEMS)

488	EXISTING 2' CONTOUR	*	EXISTING TREE
490	EXISTING 10' CONTOUR	ss	EXISTING SANITARY SEWER
	EXISTING BARBED WIRE FENCE	——-FМ——	EXISTING FORCE MAIN
	EXISTING CHAIN LINK FENCE	S	EXISTING SEWER MANHOLE
	EXISTING CONCRETE WALL/FENCE	8"W	EXISTING 8" POTABLE WATER
Ð	EXISTING FENCE POST	12"W	EXISTING 12" POTABLE WATER
	PROPERTY LINE	16" W	EXISTING 16" POTABLE WATER
GAS	EXISTING GAS LINE/PIPELINE	₽ Š a	EXISTING FIRE HYDRANT
——ОНЕ——	EXISTING OVERHEAD ELECTRIC	◆	EXISTING BENCHMARK LOCATION
——UFO——	EXISTING UNDERGROUND FIBER OPTIC		EXISTING SIGN
——TELE——	EXISTING UNDERGROUND TELEPHONE	→	EXISTING GUARDRAIL
8	EXISTING POWER POLE	+++++++++++++++++++++++++++++++++++++++	EXISTING RAILROAD
	EXISTING DRAINAGE/UTILITY EASEMENT		EXISTING ASPHALT/ROAD

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BID QUANTITIES

<u>ITEM</u> NUMBER	<u>DESCRIPTION</u>	UNIT	QTY.
1	EROSION & SEDIMENTATION CONTROLS	LS	1
2	TRENCH EXCAVATION SAFETY PROTECTION	LF	21,743
3	REVEGETATION	SY	237,146
4	78"(FRP, SN 72)	LF	20,663
5	78" TEE BASE MH	EA	5
6	78"SPECIAL TEE BASE MH	EA	1
7	78"TEE BASE MH, MITER	EA	11
8	78"TEE BASE MH (DROP)	EA	8
9	78"TEE BASE MH, MITER (DROP)	EA	6
10	TEE BASE MH, 60" RISER EXTRA DEPTH	LF	307
11	TOYOTA LIFT STATION TIE IN	LS	1
12	FENCE GATE 16' (TYPE 1)	EA	3
13	REMOVE AND REPLACE FENCING	J.F	410
14	BORING OR TUNNELING FOR 78" DIA. FRP	LF	192
15	CARRIER PIPE INSTALLED IN STEEL CASING OR TUNNEL LINER PLATE (78" DIA FRP)	LF	192
16	DOWNSTREAM SIPHON STRUCTURE NO. 2	LS	-
17	UPSTREAM SIPHON STRUCTURE NO. 2	LS	1
18	12" (FRP, SN 72) FOR SIPHON NO. 2	LF	530
19	36" (FRP, SN 72) FOR SIPHON NO. 2	LF	530
20	42" (FRP, SN 72) FOR SIPHON NO. 2	LF	530
21	30" HDPE (AIR BY-PASS PIPE)	LF	550
22	AIR BYPASS MANHOLE (FRP)	EA	2
23	ROCK RIP RAP (12" TO 18")	SY	889
24	CONCRETE CAP	LF	250
25	CONCRETE ENCASEMENT	LF	373
26	BYPASS PUMPING	LS	1
27	ABANDONMENT OF SANITARY SEWER MAIN AND MANHOLES	LF	400
28	TREE PROTECTION	LS	1
29	CONNECTION TO MRSO SEGMENT 1	LS	1
30	CONNECTION TO MRSO SEGMENT 3	LS	1
31	GRAVITY SEWER OUTFALL TESTING	LF	21,084

LEGEND (PROPOSED ITEMS)

•	,	
	PROPOSED GRADING CONTOUR	
	PROPOSED SEWER EASEMENT	
125+00	PROPOSED SEWER CENTERLINE STATION	
	PROPOSED SEWER CENTERLINE	
	PROPOSED SEWER PIPE	
\Rightarrow	PROPOSED SEWER FLOW DIRECTION	
(D-01) A	PROPOSED DETAIL REFERENCE (SHEET/ITEM)	
•	PROPOSED MANHOLE TEE BASE D-11 B	
lacktriangledown	PROPOSED DROP MANHOLE LOCATION (D-11)	
	PROPOSED SIPHON STRUCTURE	
***************************************	PROPOSED CONCRETE ENCASEMENT	
	PROPOSED CONCRETE CAP	
200 - 100 -	PROPOSED CASING	
	PROPOSED EROSION CONTROL MAT	
•	PROPOSED REMOVABLE BOLLARD (D-14) D	

LEGEND (ABBREVIATIONS)

FRP	FIBER-REINFORCED PLASTIC PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
MH	MANHOLE
SS	SANITARY SEWER
FM	FORCE MAIN
WL.	WATER LINE
ВМ	BENCHMARK
ECM	EROSION CONTROL MAT
ROW	RIGHT OF WAY
DS	DOWNSTREAM
US	UPSTREAM
UPRR	UNION PACIFIC RAILROAD
OPR	OFFICIAL PUBLIC RECORDS
PL	PROPERTY LINE
ę	CENTER LINE
EXTG	EXISTING
IRR	IRRIGATION
UFO	UNDERGROUND FIBER OPTIC

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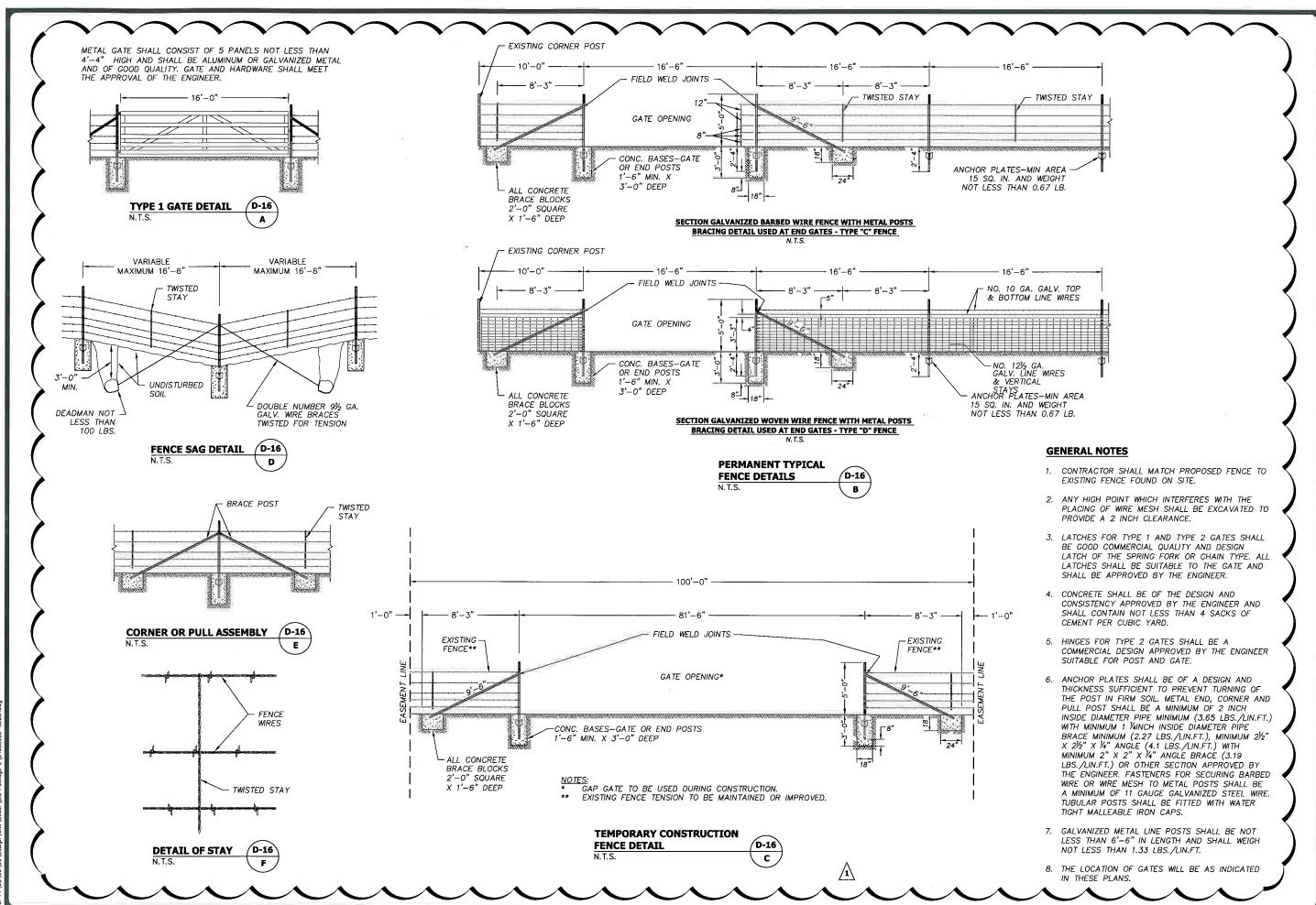


PAPE-DAWSON ENGINEERS

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SAN ANTONIO WATER SYSTEM MEDINA RIVER SEWER OUTFALL PROJECT SAWS JOB NO. 11-2503 SHEET INDEX, BID QUANTITIES AND LEGEND

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SPECIFICATION FOR TOWERS, STEEL, TRANSMISSION

Specification Number: 295-01

Approved Date: December 14, 2005

CPS ENERGY

P. O. Box 1771

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Fred Villaseñor, Chairman Service & Material Evaluation Committee

Specification 295-01

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1.0 SCOPE

- 1.1 Application. This specification covers the minimum acceptable requirements for steel transmission towers, which will be used to support electrical transmission line conductors.
- 1.2 Applicable Standards. Structures covered by this specification shall comply with the national standards listed below, as applicable, except where they conflict with the requirements of this specification. The order of precedence shall be this specification, then the following standards.

<u>ACI 318-05</u>; Building Code Requirements for Reinforced Concrete (American Concrete Institute)

AISC Steel Construction Manual, 9th Edition; (American Institute of Steel Construction)

ANSI/AWS D1.1-04; Structural Welding Code - Steel

<u>ANSI/ASCE 10-97</u>; American Society of Civil Engineers "Design of Latticed Steel Transmission Structures"

ASCE Guide for Design of Steel Transmission Towers, Manual No.52; Second Edition, American Society of Civil Engineers, 1988

<u>ASTM A6-05a</u>; General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling

ASTM A36-05; Carbon Structural Steel

ASTM A123-02; Zinc (Hot-Dip Galvanized) Coatings On Iron and Steel Products

<u>ASTM A143-03</u>; Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement

ASTM A153-05; Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A325-04b; Structural Bolts, Steel, Heat Treated, 120/105ksi Minimum Tensile Strength

<u>ASTM A354-04</u>; Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners

ASTM A370-05; Mechanical Testing of Steel Products

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<u>ASTM A384-02</u>; Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies

ASTM A394-05; Steel Transmission Tower Bolts, Zinc-Coated and Bare

ASTM A563-04a; Carbon and Alloy Steel Nuts

ASTM A572-04; High-Strength Low-Alloy Columbium-Vanadium Structural Steel

ASTM A615-05a; Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM A767-05; Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement

ASTM E23-05; Notched Bar Impact Testing of Metallic Materials

ASTM F436-04; Hardened Steel Washers

ASTM F1554-04; Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

<u>AWS C2.18-93</u>; Guide for the Protection of Steel With Thermal Sprayed Coatings of Aluminum and Zinc and Their Alloys and Composites

<u>AWS C2.23-03</u>; Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and their Alloys and Composites for the Corrosion Protection of Steel

AWS TSM-96; Thermal Spray Manual

AWS TSS-85; Thermal Spraying Practice, Theory, and Application

<u>IFI Fastener Standards - 2003</u>; Fastener Standards, Seventh Edition - 2003, (Industrial Fasteners Institute)

2.0 DESIGN CRITERIA

- 2.1 Design Data. All data necessary to design the required tower(s) will be included on the CPS Energy design drawings, which will be sent with this specification. In case of conflict between the design drawings and this specification, the design drawings take precedence.
- 2.2 Electrical Clearances. The minimum electrical strike distance from any energized components to the tower steel shall be 5 feet for 138 kV structures and 8.5 feet for 345 kV structures unless otherwise noted on the CPS Energy design drawings. These distances are based on static conditions with no conductor swing.

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- 2.3 Anchorage Requirements. Anchorage sections or assemblies for all structures shall be designed to transfer the structural loads to a reinforced concrete foundation. The concrete will have a minimum 28-day compressive strength of 3000 psi.
- 2.3.1 Wide-Base Type Transmission Structures. Wide base structures shall utilize stub angles fabricated from standard structural steel angle material.
- 2.3.2 Narrow-Base Type Transmission Structures. Narrow base structures shall utilize a direct-embedment section, and extensions as required, to satisfy the foundation design requirements. Minimum embedment length below grade will be specified on the CPS Energy design drawings.
- 2.3.3 Line Terminal Structures. Line terminal structures that will be used to terminate transmission line conductors in an electric substation may utilize a base plate and anchor bolt type system.

Anchor bolts may be used by CPS Energy to serve as reinforcing steel for foundations. Therefore, CPS Energy design drawings may specify a greater bolt length than that recommended by the supplier.

- 2.4 Tower Leg Splices. Towers shall be designed such that, at all leg splices, the upper leg sections shall fit over (on the outside of) the lower leg sections except where splice plates and/or splice angles are used.
- 2.5 Narrow Base Tower Configuration. Narrow base towers shall be symmetrical with all four sides alike unless otherwise specified on the CPS Energy design drawings.
- 2.6 Angle of shielding. The angle of shielding on tangent and running angles shall be as follows unless otherwise indicated on the CPS Energy design drawings:

Tangent and Running Angles kV Rating	Angle of Shielding from Vertical	
138	30° or less	
345	15° or less	

- 2.7 Loading Factors. Structures shall be designed to withstand the combined loading factors as specified in this section.
- 2.7.1 Wind Loading. Structures shall be designed to withstand an actual wind velocity of 100 mph on the structure, conductors, shield wire(s), insulators and equipment with the applicable safety factor (O.L. Factor) applied. Where supporting structures have an overall height of less than 200 feet, the wind load shall be

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determined using a constant wind pressure, "P", on surfaces as computed by the following formula:

$$P = 0.00256 \text{ V}^2 \overline{CD}$$

in which P = pressure on the projected area, in pounds per square foot; V = design wind velocity in miles per hour; and $\overline{CD} = \text{drag}$ coefficient. The following drag coefficients shall be utilized as applicable:

- CD= 1.0 for wires and cylindrical surfaces
- CD= 1.4 for octagonal shapes
- CD= 1.6 for flat surfaces
- 2.7.1.1 Wind Direction. In calculating wind loading on the structure, the wind shall be applied to the structure in the direction(s) that result in maximum total load on the structure and maximum stresses on each structural member.
- 2.7.1.2 Insulator and Equipment Wind Loading. The projected area of wind loading per phase on insulator assemblies and switches is as follows:

<u>Equipment</u>	Projected Area of Wind Loading* (Sq. Ft.)	Assembly Weight <u>(Lbs.)</u>
138 kV insulator assembly	6.0	216
345 kV insulator assembly	13.3	584
138 kV horizontal switch	22.0	**
345 kV horizontal switch	45.0	**
138 kV 'V' switch, center break	16.0	**
345 kV 'V' switch, center break	32.0	**

^{*} The projected area of wind loading on equipment not specifically mentioned above shall be specified on the CPS Energy design drawings.

^{**} Weights will be specified on the CPS Energy design drawings when required.

- 2.7.1.3 Bundled Conductor Wind Loading. Transverse wind loading on bundled conductor shall be equal to the wind loading on a single conductor multiplied by the number of conductors in the bundle.
- 2.7.2 Weight Loading Structure and Apparatus. In calculating weight loading on a structure, the weight of the structure and the weights of all apparatus to be mounted on the structure shall be included. When applicable, the weights of any equipment to be mounted on a structure (i.e., switches on a substation line terminal structure) will be specified on the CPS Energy design drawings.
- 2.7.3 Line Angle. The various types of towers shall be defined in accordance with the following line angle limits unless otherwise indicated on the CPS Energy design drawings:

Tower Classification	<u>Line Angle</u>
Tangent	3° maximum
Running Angle	over 3° to 25° maximum
Dead End	over 25°
Substation Line Terminal	±30°

- 2.7.4 Eccentric Loading Dead End Towers. The dead-end plates and arms on dead-end structures shall be designed to withstand eccentric loading when the pull on the plates is in one direction only, as occurs during conductor stringing operations.
- 2.8 Over Load Factors.
- 2.8.1 CLASS I: TANGENT AND RUNNING ANGLE TOWERS, WIDE BASE, 138 KV OR LESS, CARRYING SINGLE OR BUNDLED CONDUCTOR

Loading Parameters: Single, Double and Triple Circuit Towers

Case 1 (all lines intact, 100 mph wind)

O. L. Factor	Type Loads to be Combined
1.25	 a) Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the tower
1.25	b) Transverse wind on bare conductors, shield wire and insulators

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1.00 c) Vertical load of conductors, shield wire and insulator assembly, plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.00 d) Dead weight of tower
1.10 e) Transverse components of longitudinal tensions

Case 2 (all lines intact, 1/2-inch thick radial ice, no wind)

O.L. Factor	Type Loads to be Combined
1.00	a) Dead weight of tower
1.10	b) Transverse components of longitudinal tensions
1.00	c) Vertical load of conductors, shield wire and insulator assembly, with 1/2-inch thick radial ice on conductors and shield wire plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms

Case 3 (one broken shield wire, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the tower
1.25	b)	Transverse wind on bare conductors, shield wire and insulators
1.00	c)	Vertical load on conductors, shield wire and insulator assembly, plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.00	d)	Dead weight of tower
1.10	e)	Transverse components of longitudinal tensions
1.10	f)	Transverse and longitudinal tension component of broken shield wire at shield wire attachment point

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Case 4 (all lines intact at maximum design tension, no wind, no ice)

O. L. Factor

Type Loads to be Combined

1.00 With all lines intact and subject to the maximum design phase tension with no overload factor and no wind or ice, the structure shall be designed to resist the following additional load:

> Each phase position shall be designed to withstand an additional load equal to 50% of the maximum design phase tension applied in the longitudinal direction. The longitudinal load shall be applied to the end, or tip, of the arm at the conductor hardware attachment point that is located farthest from the body of the structure. The structure shall be designed to withstand the forces caused by this load when the load is applied to any one (1) phase position at a time.

> Each phase position on each circuit shall be analyzed, one position at a time, to determine the location of the longitudinal load that will have the greatest effect on the design of the main body of the structure.

2.8.2 CLASS II: DEAD END TOWERS, WIDE BASE AND SUBSTATION LINE TERMINAL STRUCTURES, 138 KV OR LESS, CARRYING SINGLE OR BUNDLED CONDUCTOR

Loading Parameters: Single, Double and Triple Circuit Towers

Case 1 (all lines intact, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the structure
1.25	b)	Transverse wind on bare conductors, shield wire, insulators and equipment
1.25	c)	Vertical load of conductors, shield wire and insulator assembly, plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.00	d)	Dead weight of structure and equipment
1.25	e)	Transverse component of longitudinal tensions

Case 2 (all lines intact, 1/2-inch thick radial ice, no wind)

O.L. Factor	Type Loads to be Combined
1.00	a) Dead weight of structure and equipment
1.25	b) Transverse components of longitudinal tensions
1.25	c) Vertical load of conductors, shield wire and insulator assembly, with 1/2-inch thick radial ice on conductors and shield wire plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of shield wire arms

Case 3 (one broken shield wire, 100 mph wind) (not required for substation line terminal structures)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the structure
1.25	b)	Transverse wind on bare conductors, shield wire and insulators
1.25	c)	Vertical load on conductors, shield wire and insulator assembly, plus 1000 lbs. each on the outer ends of conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.00	d)	Dead weight of structure
1.25	e)	Transverse components of longitudinal tensions
1.25	f)	Transverse and longitudinal tension component of broken shield wire at shield wire attachment point

Case 4 (structure loads under stringing operations)

O. L. Factor		Type Loads to be Combined
1.00	a) D	Dead weight of structure and equipment
1.25	S	Dead-end structures shall be designed for dead-ending on one ide of the structure all conductors and shield wires or any ombination of conductors and shield wires at maximum tension pecified

1.00 c) Tower arms and all dead-end attachment points and associated structural members shall be designed to withstand a downward pull 45° from vertical up to the maximum tension specified for the purpose of stringing conductors and shield wires

2.8.3 CLASS III: TANGENT TOWERS AND RUNNING ANGLE TOWERS, NARROW BASE, 138 KV OR LESS, CARRYING SINGLE OR BUNDLED CONDUCTOR

Loading Parameters: Single and Double Circuit Towers

Case 1 (all lines intact, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the tower
1.25	b)	Transverse wind on bare conductors, shield wire and insulators
1.25	c)	Vertical load of conductors, shield wire and insulator assembly, plus 500 lbs. each on the outer ends of the conductor arms and the shield wire arms
1.00	d)	Dead weight of tower
1.10	e)	Transverse components of longitudinal tensions
1.25	f)	When guy wires are used, design for downward pull of guy wire at a 45° angle, unless otherwise specified on the CPS Energy design drawings

Case 2 (all lines intact, 1/2-inch thick radial ice, no wind)

O. L. Factor		Type Loads to be Combined
1.00	a)	Dead weight of tower
1.10	b)	Transverse components of longitudinal tensions
1.25	c)	Vertical load of conductors, shield wire and insulator assembly, with 1/2-inch thick radial ice on conductors and shield wire plus 500 lbs. each on outer ends of the conductor arms and the shield wire arms.

Broken Conductor(s).

The tower arms shall be designed such that, if a conductor breaks on a single conductor installation or all conductors in a bundle break on a bundled conductor installation, that arm will fail under a longitudinal load before the body of the tower is damaged.

2.8.4 CLASS IV: TANGENT AND RUNNING ANGLE TOWERS, WIDE BASE, 345 KV, CARRYING SINGLE OR BUNDLED CONDUCTOR

Loading Parameters: Single, Double and Triple Circuit Towers

Case 1 (all lines intact, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the tower
1.25	b)	Transverse wind on bare conductors, shield wires and insulators
1.00	c)	Dead weight of tower
1.25	d)	Transverse components of longitudinal tensions
1.10	e)	Vertical load of conductors, shield wire and insulator assembly, plus 1000 lbs. each on outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms

Case 2 (all lines intact, 1/2-inch thick radial ice, no wind)

O. L. Factor		Type Loads to be Combined
1.00	a)	Dead weight of tower
1.25	b)	Transverse components of longitudinal tensions
1.10	c)	Vertical load of conductors, shield wire and insulator assembly, with 1/2-inch thick radial ice on conductors and shield wires plus 1000 lbs. each on the outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms

Case 3 (one broken shield wire, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.25	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the tower
1.25	b)	Transverse wind on bare conductors, shield wires and insulators
1.00	c)	Dead weight of tower
1.25	d)	Transverse components of longitudinal tensions
1.10	e)	Vertical load of conductors, shield wire and insulator assembly, plus 1000 lbs. each on outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.25	f)	Transverse and longitudinal tension component of broken shield wire at shield wire attachment point

Case 4 (all lines intact at maximum design tension, no wind, no ice)

O. L. Factor

Type Loads to be Combined

1.00 With all lines intact and subject to the maximum design phase tension with no overload factor and no wind or ice, the structure shall be designed to resist the following additional load:

Each phase position shall be designed to withstand an additional load equal to 50% of the maximum design phase tension applied in the longitudinal direction. The longitudinal load shall be applied to the end, or tip, of the arm at the conductor hardware attachment point that is located farthest from the body of the structure. The structure shall be designed to withstand the forces caused by this load when the load is applied to any one (1) phase position at a time.

Each phase position on each circuit shall be analyzed, one position at a time, to determine the location of the longitudinal load that will have the greatest effect on the design of the main body of the structure.

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2.8.5 CLASS V: DEAD END TOWERS, WIDE BASE, AND SUBSTATION LINE TERMINAL STRUCTURES, 345 KV, CARRYING SINGLE OR BUNDLED CONDUCTOR

Loading Parameters: Single, Double and Triple Circuit Towers

Case 1 (all lines intact, 100 mph wind)

O. L. Factor		Type Loads to be Combined
1.50	a)	Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the structure
1.50	b)	Transverse wind on bare conductors, shield wires, insulators and equipment
1.00	c)	Dead weight of structure and equipment
1.50	d)	Transverse components of longitudinal tensions
1.50	e)	Vertical load of conductors, shield wires and insulator assembly, plus 1000 lbs. each on outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms

Case 2 (all lines intact, 1/2-inch thick radial ice, no wind)

O. L. Factor		Type Loads to be Combined
1.00	a)	Dead weight of structure and equipment
1.50	b)	Transverse components of longitudinal tensions
1.50	c)	Vertical load of conductors, shield wires and insulator assembly, with 1/2-inch thick radial ice on conductors and shield wires plus 1000 lbs. each on outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms

Case 3 (one broken shield wire, 100 mph wind) (not required for substation line terminal structures)

O. L. Factor	Type Loads to be Combined
1.50	 a) Transverse and longitudinal components of the forces caused by wind on 1.5 faces of the structure
1.50	b) Transverse wind on bare conductors, shield wires and insulators

1.00	c)	Dead weight of structure
1.50	d)	Transverse components of longitudinal tensions
1.50	e)	Vertical load of conductors, shield wires and insulator assembly, plus 1000 lbs. each on outer ends of the conductor arms and 500 lbs. each on the outer ends of the shield wire arms
1.50	f)	Transverse and longitudinal tension component of broken shield wire at shield wire attachment point

Case 4 (structure loads under stringing operations)

O. L. Factor		Type Loads to be Combined
1.00	a)	Dead weight of structure and equipment
1.25	b)	Dead end structures shall be designed for dead-ending on one side of the structure all conductors and shield wires or any combination of conductors and shield wires at maximum tension specified
1.00	c)	Tower arms and all dead end attachment points and associated structural members shall be designed to withstand a downward pull 45° from vertical up to the maximum tension specified for the purpose of stringing conductors and shield wires

2.9 Deflection Limitation for Substation Line Terminal Structures. Horizontal and vertical deflection criteria for substation structures used to terminate transmission line conductors will be specified on the CPS Energy design drawings.

3.0 MATERIAL AND FABRICATION REQUIREMENTS

- 3.1 General Material Requirements.
- 3.1.1 Application. The supplier is responsible for using structural components that will perform properly in their specific applications.
- 3.1.2 Unit Stress. The structures shall be designed such that the unit stress in the structural components does not exceed the minimum specified yield point of the material used.
- 3.1.3 Steel Types and Grades. Unless otherwise specified, the types and grades of structural steel, anchor bolt stock, and bolts and nuts used in fabricating the structures

shall be left to the discretion of the supplier; but the components used shall conform to the appropriate ASTM specification covering said item.

- 3.1.4 Substitution of Structural Shapes. If the supplier proposes to substitute any structural steel members of a size different than that listed on the CPS Energy Drawings, the supplier shall receive written permission from CPS Energy. The supplier shall also re-detail all associated Tower Drawings (this includes, but is not limited to, the structural steel schedule, assembly details, and fabrication details) and shall verify/change the required bolt lengths for the substituted members. The re-detailed drawings must comply with the "STRUCTURE DRAWINGS" requirements, Section 7.0 of this specification.
- 3.2 Structural Steel. All material shall conform to ASTM A6.
- 3.2.1 Carbon Steel. All structural quality carbon steel shall be 36 ksi yield point steel and shall conform to ASTM A36.
- 3.2.2 High-Strength Steel. All high-strength structural steel shall be furnished as shown on the CPS Energy drawings, or as dictated by design, and shall conform to the appropriate ASTM specification covering said item. Yield point strength shall be noted on the Bill of Materials for all high-strength structural steel members.

All high-strength structural steel angles, up to and including 3/4-inch thick angles, shall have a yield point strength of 50 ksi. High-strength structural steel angles over 3/4 inch thick shall have a minimum yield point of 46 ksi.

3.2.3 Impact Properties. The impact properties in the longitudinal direction shall be measured by the Charpy "V" notch test described in ASTM A370 and ASTM E23. All material furnished shall be shown to meet the following minimum absorbed energy requirements:

Specified Yield (Ksi)	Plate Thickness <u>(Inches)</u>	Absorbed Energy <u>(FtLbs.)</u>	Temperature <u>(°F)</u>
≤ 42	≤ 1/2	(None F	Required)
≤ 42	> 1/2	15	+40
> 42	≤ 1/2	15	0
> 42	> 1/2	15	-20

Notch toughness properties shall be obtained from the supplier in a Certified Mill Test Report. These properties shall be retained by the supplier and shall be available to

CPS Energy upon request. For plates 1/2 inch or less in thickness and for quenched and tempered or normalized plates of any thickness, heat lot testing shall be used to determine whether the product meets the impact property requirements. Controlled-rolled or as-rolled shapes and plates over 1/2 inch thick shall be tested on a slab (plate) testing basis. This entails a test on one (1) plate of each separate slab. Mill certification reports shall state the specification that the material is being certified to meet and shall include the actual physical and chemical test data by heat number. These reports shall be retained by the supplier and shall be available to CPS Energy upon request.

- 3.2.4 Tensile Tests. All material shall be subjected to tensile tests in accordance with ASTM A370. Specimens shall be tested in the longitudinal direction and the results shall be traceable back to the materials used to fabricate the structure. The results shall be retained by the supplier and shall be available to CPS Energy upon request.
- 3.3 U-Bolts. The supplier shall provide U-bolts on all towers as shown on the CPS Energy design drawings. There shall be a minimum clearance of 15 inches below each U-bolt on tangent and running angle towers to accommodate a stringing block for stringing the static wire.
- 3.4 Bearing Plates/Shear Connector Studs. Stub angles that are subject to bearing or uplift forces greater than 300 Kips shall have bearing plates in accordance with Section 3.4.1. Stub angles that are subject to bearing or uplift forces of 300 Kips or less shall have either bearing plates in accordance with Section 3.4.1 or standard, roundhead shear connector studs in accordance with Section 3.4.2.
- 3.4.1 Bearing Plates. The bearing plates shall be welded perpendicular to the sides of the stub angle and shall be spaced at least 9 inches apart. No bearing plates shall be attached within 48 inches of the bend line working point of the stub angle. The length to width ratio of the bearing plates shall not be less than two to one (2:1). The area of the bearing plates shall be sized for 3000 psi, 28-day compressive strength concrete, and the bearing plates and welding shall be able to withstand the maximum bearing or uplift.
- 3.4.2 Shear Connection Studs. The shear connector studs shall be welded to the stub angle on 6-inch vertical centers. The horizontal distance between shear connector studs on the same horizontal plane shall not be less than 4 inches. No shear connector studs shall be attached within 48 inches of the bend line working point on the stub angle. The size and number of shear connector studs required shall be based on the use of 3000 psi, 28-day compressive strength concrete, and the shear connector studs and welding shall be able to withstand the maximum bearing or uplift.
- 3.5 Lifting Lugs. The top of each tower shall be equipped with lifting lugs of sufficient strength to support the weight of the completely assembled tower excluding the stub section.

3.6 Standard Accessories. Stub angles, anchor bolts, step bolts, locknuts and anticlimbing guards shall be supplied with the towers unless otherwise specified on the Request for Quotation and Purchase Order. The only acceptable locknuts supplied shall be "Palnuts" manufactured by A.B. Chance: Catalog No. 3532 for 5/8-inch diameter, Catalog No. 3533 for 3/4-inch diameter.

Note: Barbed wire will be supplied by CPS Energy.

- 3.7 Fabrication Narrow Base Towers. This section of this specification covers fabrication requirements and specific fabrication procedures for narrow base towers. These fabrication procedures shall be followed by the tower fabricator in order to insure proper fit of all narrow base towers.
- 3.7.1 Tower Sections. Narrow base towers shall be fabricated in sections, and these sections shall be of welded construction.
- 3.7.2 Tower Alignment. All adjacent tower sections shall be fit together during fabrication in order to insure that these sections align in both planes.
- 3.7.3 Splices. Splice plates and angles shall be either bolted type (i.e., bolted to both adjoining tower sections) or welded type (i.e., welded to one section and bolted to the adjoining section).
- 3.7.3.1 Bolted Splices. If bolted splices are used, the splice plate or angle shall be punched in place with the adjoining tower sections in their assembled position to insure alignment of all bolt holes. Each splice shall be marked with respect to the particular tower and position on the tower for which it was punched.
- 3.7.3.2 Welded Splices. If welded splices are used, the splice plate or angle shall be bolted to the proper tower section first to insure alignment of the bolt holes. The splice shall then be welded in place to the adjoining section while the tower sections are in their assembled position. Welded splice plates and angles shall be chamfered to facilitate field assembly.
- 3.7.4 Bolts. Tension control/load indicator type bolts shall be used at the splice plates, and standard 5/8-inch bolts shall be used to bolt the tower arms in place unless otherwise noted on the CPS Energy design or fabrication drawing. If the supplier proposes to use different bolts than these, the supplier shall state on the design drawings the type and size of bolts that he proposes to use.
- 3.7.5 Nuts. The hex nuts supplied with the structural bolts shall be compatible with the bolt strength requirements and shall conform to ASTM A563. Hot dip and mechanically galvanized nuts shall be tapped oversize in accordance with ASTM A563 and shall run free on the coated bolt thread. They shall be provided with an additional

lubricant which shall be clean and dry to the touch. Self-locking type nuts are not acceptable.

- 3.7.6 Lacing. The lacing adjacent to a welded splice plate or angle shall not be in place until the welding of the splice is completed.
- 3.7.7 Marking. All fitted sections, plates and angles shall be match-marked and these markings shall be shown on the tower drawings.
- 3.8 Anchor Bolts. The supplier shall supply anchor bolts as required for each structure, and each anchor bolt shall be furnished with not less than two (2) hex nuts for leveling and securing the base plate. The anchor bolt threads shall be free of imperfections that would reduce holding power. Anchor bolt thread and nut selection shall be compatible with the required anchor bolt strength.
- 3.8.1 Type. Anchor bolts may be fabricated from either deformed reinforcement bars or smooth (plain) bars, unless a particular type is specified on the CPS Energy design drawings.
 - 3.8.1.1 Deformed Bar Anchor Bolts.
- 3.8.1.1.1 Reinforcement Bar. Standard No. 14 or No. 18 deformed steel reinforcement bars conforming to ASTM A615, Grade 75, shall be used when fabricating anchor bolts from deformed steel reinforcement bars.
- 3.8.1.1.2 Length. The anchorage and embedment lengths for the anchor bolts shall be based on a 28-day concrete compressive strength of 3000 psi and shall be computed in accordance with the requirements of ACI 318.
- 3.8.1.2 Smooth (Plain) Anchor Bolts. When smooth anchor bolts are furnished for structures, the embedment length provided shall be capable of developing 50% of the yield strength of the bolt in concrete having a 28-day compressive strength of 3000 psi. Standard hooks or any mechanical device may be used to develop the required additional 50% of yield strength, provided they do not damage the concrete and provided the reinforcement meets the full-size bar tensile test and bend test requirements covered in ASTM A615.

3.8.1.3 Material Tests.

3.8.1.3.1 Anchor Bolts. The impact properties in the longitudinal direction shall be measured by the Charpy "V" notch test described in ASTM A370 and ASTM E23. All anchor bolt material furnished shall be shown to meet the following minimum absorbed energy requirements:

Specified Yield (Ksi)	Bar Diameter <u>(Inches)</u>	Absorbed Energy <u>(FtLbs.)</u>	Temperature (°F)
≤ 42	≤ 1/2	(None F	Required)
≤ 42	> 1/2	15	+40
> 42	≤ 1/2	15	0
> 42	> 1/2	15	-20

- 3.8.1.3.2 Nuts. All nuts supplied with anchor bolts shall have a proof load capable of developing the tensile strength of the anchor bolt as measured in accordance with ASTM A370.
- 3.8.1.3.3 Metallizing or Galvanizing. Anchor bolts shall be metallized or galvanized as specified in Section 3.12.2 of this specification.
- 3.9 Anchor Bolt Templates. Anchor bolt setting templates shall be furnished for each set (or cluster) of anchor bolts supplied. The top template shall be of sufficient strength to support the weight of an assembled anchor bolt cage during lifting and cage setting operations. Intermediate and bottom templates will be used only as assembly guides.
- 3.9.1 Material. The type and grade of structural steel used to fabricate the templates shall be left to the discretion of the supplier, but all components used shall conform to the appropriate ASTM specification covering said items.
- 3.9.2 Template Quantities. The number of templates required per anchor bolt cluster shall be as follows:
 - a. One (1) template for anchor bolt lengths of 6 feet or less
 - b. Two (2) templates for anchor bolt lengths greater than 6 feet and less than 12 feet
 - c. Three (3) templates for anchor bolt lengths 12 feet and greater
- 3.9.3 Bolt Holes. The boltholes in the templates shall be drilled 1/16-inch oversize and shall be checked to insure clearance around the anchor bolts.

Note: The anchor bolt templates need not be galvanized.

- 3.10 Structural Bolts. Hex head bolts shall be supplied and shall be furnished with hex nuts.
- 3.10.1 Type. The type of high-strength bolt supplied and the strength characteristics shall be left to the discretion of the supplier unless otherwise noted on the CPS Energy design or fabrication drawings, but the bolts supplied shall conform to the ASTM specification that covers said type.
- 3.10.2 Size. Bolt and nut sizes and dimensions shall be in accordance with the recommendations set forth in IFI Fastener Standards 2003.
- 3.10.3 Nuts. The hex nuts supplied with the structural bolts shall be compatible with the bolt strength requirements and shall conform to ASTM A563.

Hot dip and mechanically galvanized nuts shall be tapped oversize in accordance with ASTM A563 and shall run free on the coated bolt thread. The nuts shall be provided with an additional lubricant, which shall be clean and dry to the touch.

Self-locking type nuts are not acceptable.

- 3.10.4 Locknuts. Locknuts shall be supplied with the structural bolts unless otherwise noted. The only acceptable locknuts supplied shall be "Palnuts" manufactured by A.B. Chance: Catalog No. 3532 for 5/8-inch diameter, Catalog No. 3533 for 3/4-inch diameter.
- 3.11 Welding. All welding shall conform to the best recommended practices set forth in ANSI/AWS D1.1.
- 3.11.1 Welding Materials. All welding materials shall conform to the latest revision of the "Electrode and Flux Specifications" as set forth in the Structural Welding Code.
- 3.11.2 Welding Processes. Welding may be performed by the manual shielded metal-arc process, submerged-arc process, gas metal-arc process or gas shielded flux-cored-arc process.

Shielded metal-arc welding shall be done with appropriate strength low hydrogen electrodes, which have been properly conditioned in accordance with the Structural Welding Code.

- 3.11.3 Preheating. All preheating shall meet minimum requirements as recommended by the steel manufacturer for each type and thickness of steel used.
 - 3.11.4 Welds-General. All welds shall be free from overlaps and cracks.

- 3.11.5 Major Weld Areas. Base plate-to-column (or leg) welds and welds in other major load carrying "tee" joints shall be as required by the design.
- 3.11.6 Fillet Welds. All fillet welds shall have 100% fusion throughout the entire cross section of the welds.
 - 3.11.7 Undercutting. All Undercutting shall conform to the following requirements:
 - a. Base Plate to Column (or Leg) Welds there shall be no Undercutting in excess of 1/100 inch with the exception that a 1/32-inch undercut is allowed for two (2) inches in any 12 inches of weld length.
 - a. Miscellaneous Welds there shall be no undercutting in excess of 1/32 inch.
- 3.11.8 Defects. Porosity, fusion, and inclusion type defects shall not exceed acceptable limits as stated in the Structural Welding Code.
- 3.11.9 Weld Repair. All weld repair shall be made in accordance with acceptable procedures as stated in the Structural Welding Code.

Note: Repaired welds shall be inspected per the same methods and procedures specified for the original welds (Section 5.2 of this Specification).

- 3.11.10 Impact Property. Welding procedure and electrode selection shall be adjusted so as to provide a notch toughness of 15 ft.-lbs. absorbed energy at -20°F as measured by the Charpy "V" notch test.
- 3.12 Coatings.
- 3.12.1 Surface Preparation. Prior to galvanizing, all welds shall be mechanically cleaned to remove any weld flux residue. Scale and rust shall then be removed from the component to be galvanized by pickling in an inhibited acid.
 - 3.12.2 Metallizing or Galvanizing.
- 3.12.2.1 Anchor Bolts. The anchor bolts shall be either entirely metallized or galvanized as follows:
 - a. Metallizing shall be in accordance with AWS C2.18, AWS C2.23, AWS TSM and AWS TSS.
 - b Galvanizing shall be in accordance with ASTM A153. The galvanized coating on the anchor bolts shall be chromate treated in accordance with the applicable sections of ASTM A767.

- 3.12.2.2 Hex Nuts. The nuts supplied with the anchor bolts shall be galvanized in accordance with ASTM A153.
- 3.12.2.3 Other. All structural steel, high-strength structural bolts, nuts and washers shall be hot-dip galvanized in accordance with applicable ASTM A123 and A153.
- 3.12.3 Galvanizing Procedures. Precautions shall be taken against embrittlement, warpage and distortion of galvanized items in accordance with ASTM A143 and A384.

4.0 MARKING

All structural steel shall be plainly marked for assembly by stenciling an impression into the steel before galvanizing. The steel identification marks shall be prefixed as indicated on the CPS Energy design drawings. The stenciled letters and numbers shall be a minimum 1/2-inch high.

- 5.0 QUALITY ASSURANCE INSPECTIONS AND TESTS
- 5.1 Fit and Alignment.
- 5.1.1 Base Plates. Base plates shall be installed square to the center line of the column (or leg).
- 5.1.2 Column Plumb. It shall be possible to plumb the column (or leg) without adjusting the anchor bolt nuts more than 1/4 inch from a level plane.
- 5.2 Welding Inspections. All welds shall be 100% visually inspected for surface flaws such as poor profile, undercut, splatter, arc strikes, cracking or blowholes. Such inspections shall be conducted prior to final inspection and all such flaws shall be corrected prior to the final inspection. Visual inspections shall be conducted at appropriate times during the fabrication sequences to assure that no flaw can be covered or made inaccessible due to subsequent operations.
- 5.2.1 Welders, Welding Operators and Tack Welders. All welding personnel shall be certified in accordance with the performance qualification tests required by ANSI/AWS D1.1. The fabricator shall submit Welding Performance Qualification Records (WPQR) to serve as written verification of welding personnel certification upon request.
- 5.2.2 Weld Quality Requirements. The fabricator should use any combination of inspection techniques necessary to assure compliance with the weld quality requirements of Section 3.11 of this specification.

- 5.2.3 Test Procedures. Where appropriate, 100% shear wave ultrasonic inspection, dye penetrant and/or magnetic particle inspection techniques shall be used.
- 5.3 Inspection and Test Reports. Certified reports of all inspections, tests, and reinspections following repairs shall be maintained at the fabricators shops and shall be available for review by CPS Energy representatives. The inspection and test reports on welds and the manner of recording the results shall be traceable back to individual weldments.

6.0 INTERCHANGEABILITY

Structural members for a given type and class of structure shall be interchangeable between structures.

7.0 STRUCTURE DRAWINGS

- 7.1 Design Drawings. All data required by the supplier for the design of the structure(s) shall be furnished by CPS Energy on the CPS Energy design drawings. All other design data required on the design drawings shall be filled in by the supplier.
- 7.2 Sample Drawings. A set of CPS Energy tower drawings (Dwg. No. 36, Sheets 1 of 22 through 22 of 22) is included with this specification as sample drawings. The drawings submitted by the supplier to CPS Energy shall be drawn in the same format as these sample drawings.
- 7.3 Anti-Climbing Guards. The assembly details, fabrication details and steel schedule for anti-climbing guards shall all be shown on one drawing, if possible. The total weight of the anti-climbing guards shall also be given on this drawing. (See example Drawing No. 36, Sheet 3 of 22.)
- 7.4 Structural Steel Schedule. The structural steel schedule shall enumerate the structural steel and hardware required for the common structure. The structural steel shall be grouped in accordance with the "Required Material List" on each of the fabrication details drawings (refer to Section 7.8 of this specification). Each group of structural steel shall be identified with the corresponding fabrication details drawing (sheet) number. The total weight of the common structure shall also be given on this schedule. (See example Drawing No. 36, Sheet 16 of 22.)
- 7.5 Structure Assembly Details. The structure assembly details drawing(s) shall consist of as many views of the common structure as required to show the proper location of each piece of steel in the structure. Each piece of steel shall be identified on the drawing(s) with its identification mark. (See example Drawing No. 36, Sheet 17 of 22.)

- 7.6 Structure Fabrication Details. The structure fabrication details shall consist of as many drawings as are necessary to dimension each piece of steel in the common structure with the steel pieces shown in the assembly, as they would appear in relation to each other. Each piece of steel shall be identified with its identification mark. Each separate drawing shall also have a "Required Material List" in the upper right hand corner of the drawing. The list shall give the steel identification mark and quantity of each required for the assembly shown in that drawing. (See example Drawing No. 36, Sheets 18 of 22 through 22 of 22.)
- 7.7 Tower Stubs. The stub assembly, stub setting plan and steel schedule for the tower stubs shall all be shown on one drawing, if possible. The total weight of the stubs shall be given; and transverse and longitudinal information, including ground line loading (bearing, uplift, ground line moment and shear), shall be shown. (See example Drawing No. 36, Sheet 2 of 22.)
- 7.8 Tower Extension. There shall be two types of drawings for each tower extension: Assembly Details and Fabrication Details. A separate set of these drawings shall be made for each extension.
- 7.8.1 Assembly Details. The assembly details drawing(s) shall consist of one or more views of the extension as required to show the proper location of each piece of steel in the extension. Each piece of steel shall be identified on the drawing with its identification mark. There shall be a steel schedule for the extension in the upper right hand corner of the drawing, and the total weight of the extension shall be given on this drawing. (See example Drawing No. 36, Sheet 4 of 22.)
- 7.8.2 Fabrication Details. The fabrication details shall consist of as many drawings as are necessary to dimension each piece of steel in the extension with the steel pieces shown in the assembly as they would appear in relation to each other. Each piece of steel shall be identified with its identification mark. Each separate drawing shall also have a "Required Material List" in the upper right hand corner of the drawing. This list shall give the steel identification mark and quantity of each required for the assembly shown in that drawing. (See example Drawing No. 36, Sheet 5 of 22.)

7.9 Final Drawings.

- 7.9.1 Drawing Paper. All final drawing originals shall be on 36 x 24-inch, premium grade, white bond paper or equivalent.
- 7.9.2 Disposition. All final drawing originals shall become the sole property of CPS Energy. CPS Energy shall have full rights to reproduce these drawings and submit these reproductions to other suppliers for bids on future fabrication of steel towers.

8.0 ADDENDUM TO SPECIFICATION

In the event that an addendum containing text and/or drawings is attached or special drawings are submitted as an addendum to this specification by CPS Energy, and there

is conflict between the addendum and this specification, the requirements in the addendum will take precedence.

9.0 RESPONSIBILITY

Supplier shall be solely responsible for the engineering design, detail and fabrication of all towers furnished under this specification and any special drawings or addenda there of.

10.0 INFORMATION REQUIRED FROM SUPPLIER

- 10.1 Information with Quotation. Each supplier <u>MUST SUBMIT WITH THEIR BID</u> the following minimum information, as applicable to the type of structure under consideration, for each structure design. This information shall be supplied on a computer printout and/or a structure loading diagram and general information sheet.
- 10.1.1 Loading information. List the following information for each Loading Case associated with each type of structure (Section 2.8 of this specification).
 - a. Distributed loads, including wind loading, at the structure loading points
 - b. Concentrated loads at each load point on the structures
 - c. Resultant ground line moment, shear force, and vertical forces (bearing and uplift) transferred to the foundation
 - d. Lateral deflection at the top of the structure (Substation Line Terminal Structures and Narrow-Base Towers only)
 - 10.1.2 Additional Information Required (As applicable to the structure type(s)).
 - a. Outline drawings transverse and longitudinal structure face outline drawings for all structures. These drawings shall include major dimensions, structural component sizes, anchorage requirements, and structural component galvanized weights. Outline drawings shall also include the <u>maximum</u> foundation loads and lateral deflection values specified in Section 10.1.1, Items c. and d.
 - b. Structure height and shape including leg bevel
 - c. Structural steel strength
 - d. Weights including weights of all structure component parts and stub angles (or anchor bolts) and all welded structural sections or assemblies
 - e. Anchor bolt number, diameter, total length, minimum required embedment length*, projection length, galvanized length and thread size

- f. Anchor bolt coordinates and orientation
- g. Base plate-overall length, overall width, side length, thickness, and length and location of the resisting width of the base plate against the overturning moment (if applicable)
- h. Actual overload design factors used in structural design
- * Price bids on anchor bolts for each structure shall be based on the minimum embedment length as recommended by the supplier, with an additional price per foot for lengths greater than this minimum, unless the CPS Energy design drawings specify a required embedment length.
 - 10.1.3 Price, Weight and Delivery Schedule Information.
 - a. The supplier shall state a price and weight for each item listed on the Request for Quotation and a total price and weight for all items listed on the Request for Quotation. The total price shall include freight FOB jobsite.
 - b. The supplier shall provide a detailed delivery schedule (e.g., stubs to be shipped May 3 thru July 25; Towers to be shipped June 1 through September 30). The statement "As Required" is not acceptable.
- 10.2 Approval Drawings. After a bid has been accepted by CPS Energy, the successful bidder (supplier) shall submit to CPS Energy two (2) complete sets of approval drawings. These approval drawings shall be sent to the CPS Energy Purchasing Division, Attn: (Buyers name). One (1) set of these drawings will be returned to the supplier with either an approval of the design or corrections as required. All design and detail drawings must be approved by CPS Energy before fabrication. The supplier shall be responsible for the correctness of all details and dimensions on these drawings. The approval of these drawings by CPS Energy does not relieve the supplier of this responsibility.
- 10.3 Information on Final Drawings. The final structure erection drawings shall include the following information as applicable to the type of structure:
 - Maximum resultant ground line moment and shear force at the base of the column leg
 - b. Maximum bearing and uplift forces, and moment and shear forces when applicable, for multi-legged structures
 - c. Galvanized weight of each structural component and total weight of the structure
 - d. Center of gravity and lifting point of welded sections (if applicable)

- e. Structural member sizes, dimensions, bevel(s), material thickness and material strength
- f. Structural bolt, nut and washer quantities, size and strength
- g. Anchor bolt quantity, size, length, setting plan and orientation
- h. Assembly details
- i. Design data from the CPS Energy design drawings
- 10.4 Master Bill of Materials.
 - a. One (1) copy of the Master Bill of Materials List shall be sent to the CPS Energy receiving storeroom thirty (30) days prior to the shipment of any materials.
 - b. One (1) copy of the Master Bill of Materials List shall be included with each set of final drawings.

11.0 QUALITY ASSURANCE (NEW STRUCTURE DESIGNS)

The supplier shall assemble one (1) complete structure of each new structure design after fabrication to assure proper fit. At the same time, the supplier shall verify the sizes and quantities of hardware (bolts, nuts, ring, fills, etc.) that are required for that structure design.

Note: A complete structure includes all leg and body extensions.

12.0 INSPECTION

The structure(s) and associated hardware will be subject to inspection by designated CPS Energy representatives to assure compliance with CPS Energy requirements.

13.0 SHIPPING INSTRUCTIONS

13.1 Bundling and Packaging.

13.1.1 Steel Bundling. All structural steel components shall be bundled by structure unless otherwise specified (e.g., bundled by like pieces) on the Request for Quotation and Purchase Order.

Stubs may be bundled separately.

13.1.2 Hardware. Each size and type of hardware (i.e., bolts, nuts, washers, spacers, etc.) shall be packaged separately. Hardware shall be shipped in wooden or

metal containers that are reasonably weatherproof. The containers shall not exceed 200 pounds gross weight and shall be suitable for handling by two workers.

- 13.1.3 Anchor Bolts and Templates. All anchor bolts and templates shall be shipped unclustered and bundled by structure.
- 13.2 Marking. All bundles and containers shall be marked with an indelible black marker. Steel bundles shall be marked in several places on the outside of the bundles, and the identifying letters/numbers shall be a minimum of 2 inches high. All bundles and containers shall be identified with the CPS Energy Purchase Order Number.
- 13.2.1 Steel Bundled By Individual Structure. When bundling is by structure, the structure type, structure number, extension height, and the number of bundles required to complete the structure (e.g., Bundle 3 of 5) shall be marked on the bundles.
- 13.2.2 Steel Bundled By Like Pieces. When bundling is by like pieces, the structure type and the identification mark of the pieces shall be marked on each bundle.
- 13.2.3 Hardware. All hardware shall be identified on the outside of the container by kind of hardware, size and quantity.
- 13.2.4 Anchor Bolts and Templates. All anchor bolts and templates shall be identified (tagged) so that each can be matched with the appropriate structure.
- 13.3 Shipping. Each individual shipment of structures shall include the required steel and hardware for the assembly of complete structures including extensions. Shipment of partial structures, whether the steel is bundled by structure or by like pieces, is not acceptable.

Anchor bolts, templates, grillage footings, stub angles and other foundation components shall be shipped prior to shipment of the structures unless otherwise specified on the CPS Energy Purchase Order.

- 13.4 Delivery. Deliveries shall be made to the jobsite(s) or to a CPS Energy Service Center as specified on the Request for Quotation and Purchase Order. Deliveries may be made by truck or by rail, and CPS Energy will specify nearest rail facilities to the point of delivery. CPS Energy will unload bundled steel at the specified point of delivery unless otherwise specified on the Request for Quotation and Purchase Order that the supplier shall be responsible for the unloading.
- 13.4.1 Delivery Ticket. A delivery ticket must be furnished with each delivery by the carrier. The delivery ticket must show the CPS Energy Purchase Order number and the number of bundles, containers and individual items that are being delivered to CPS Energy.

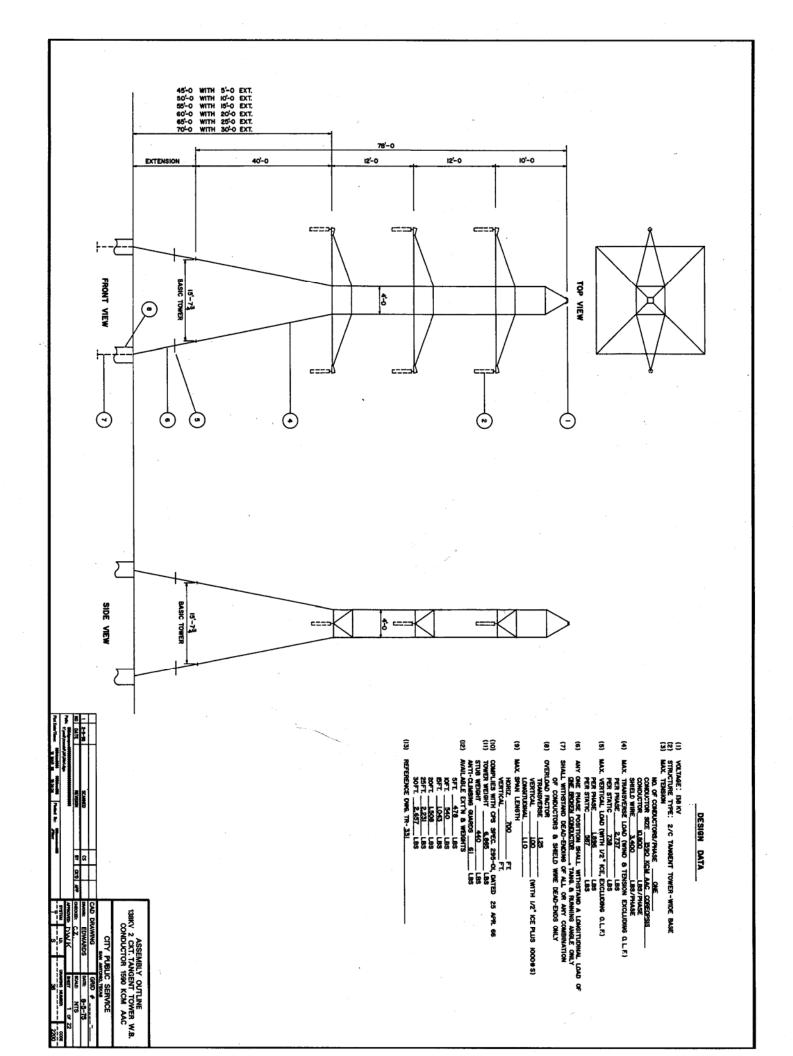
- 13.4.2 Packing List. A packing list must be furnished with each delivery to CPS Energy. The packing list must include the CPS Energy Purchase Order number, a description and the quantity of each type item being delivered to CPS Energy.
 - a. One (1) copy of the packing list shall be attached to the rail car or truck and shall be clearly visible and obviously marked.
 - b. One (1) copy of the packing list shall be airmailed to the CPS Energy receiving storeroom immediately upon completion of packing the rail car or truck.
- 13.4.3 Delivery Notification. The CPS Energy receiving storeroom shall be notified of an intended delivery three (3) working days prior to any actual delivery of materials in order that CPS Energy personnel and equipment may be available to accept delivery.
- 13.5 Invoice. The supplier shall give the following information in a line-by-line order on each invoice submitted to CPS Energy for payment:
 - a. CPS Energy Purchase Order Number
 - b. The related item number on the Purchase Order
 - c. The quantity and description of the material
 - d. The structure number
 - e. The weight of each item (i.e., common tower, extension, stub)
 - f. The cost of each item (i.e., common tower, extension, stub)
- 13.6 Exceptions. Any allowed exceptions to the above Shipping Instructions shall be listed on the Request for Quotation and Purchase Order.

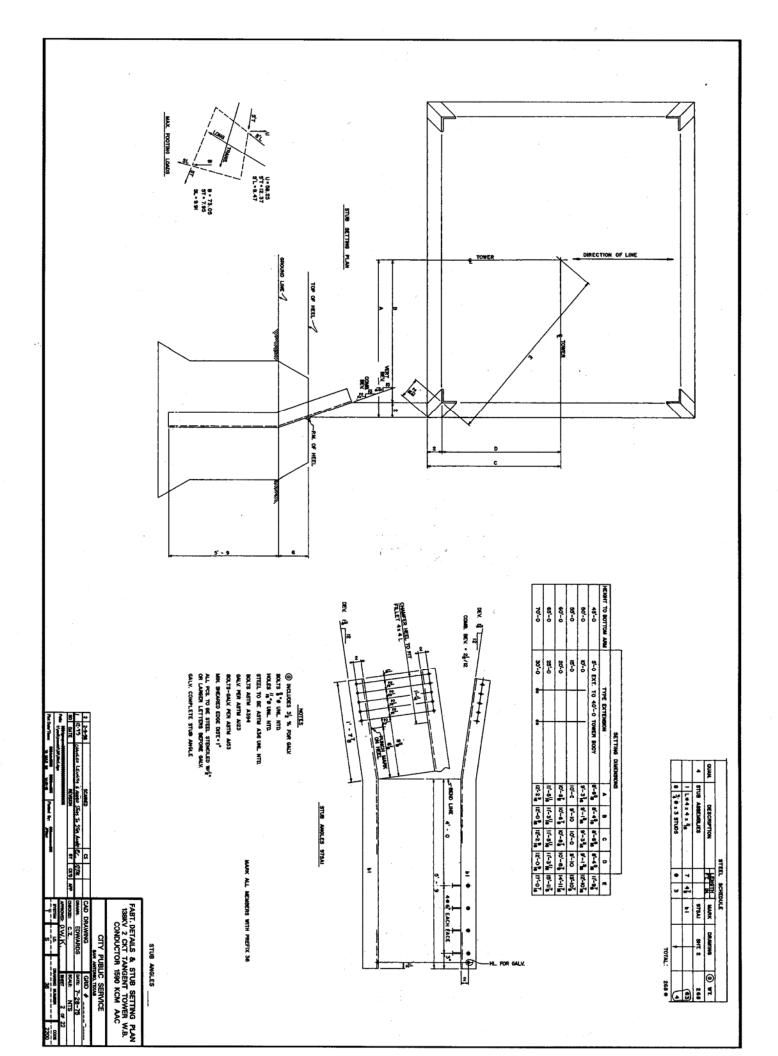
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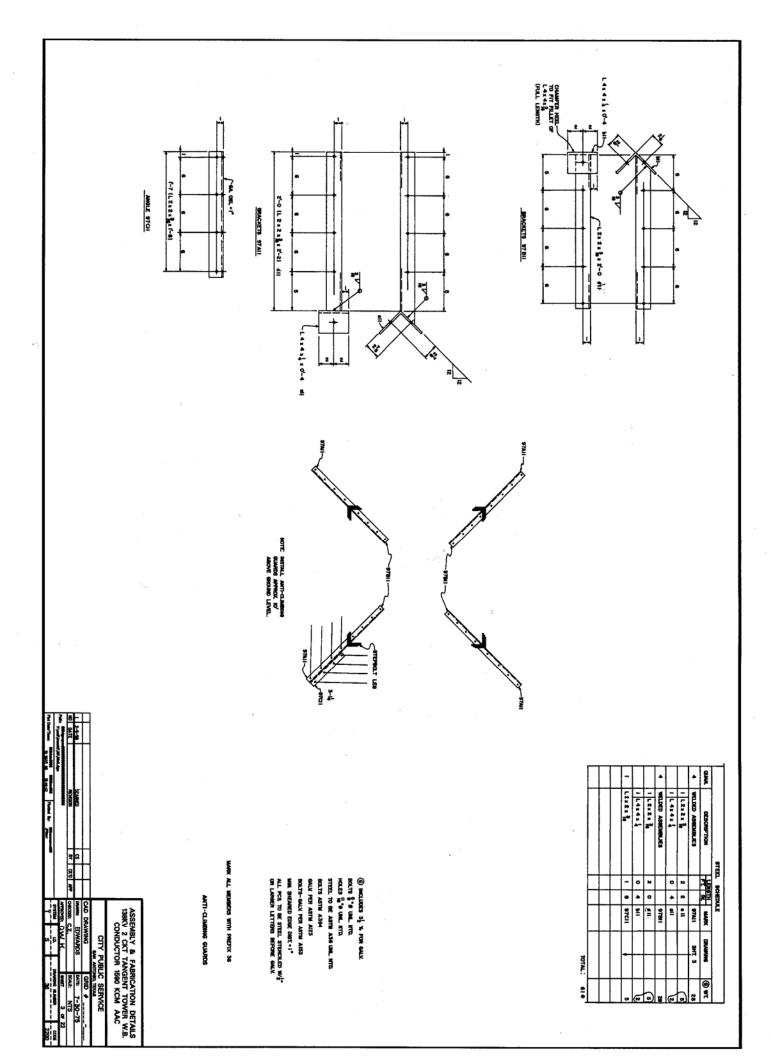
- 14.1 Ordering Information. All requisitions, Requests for Quotation and Purchase Orders for steel towers covered by this specification shall contain the following information:
 - a. Transmission line title and/or job order number
 - b. Type and number of towers required
 - c. Design drawings or finalized drawings for each tower required
 - d. Type of bundling required, if other than by tower

- e. Delivery date
- f. Delivery destination
- g. Reference to this specification by number and latest date
- 14.2 Requirements for Product Approval. Products must be approved before quotations will be considered on a manufacturer's proposed product. Products covered by this specification shall be approved in accordance with CPS Energy Specification 000-01 and any additional requirements in this specification. Where conflicts may arise between this specification and CPS Energy Specification 000-01, this specification shall prevail.
- 14.2.1 Welding Performance Qualification Records (WPQR). CPS Energy reserves the right to request qualification documents including, but not limited to, WPQR in accordance with ANSI/AWS D1.1. The WPQR shall serve to verify that welding personnel have successfully passed the performance qualification tests required by said code to determine their ability to produce sound welds.
- 14.2 Copies of This Specification. Copies of this specification shall be obtained from the Purchasing Division of CPS Energy.
- 14.3 Exceptions. Any and all exceptions to this specification must be listed individually and accompany the quotation. If there are no exceptions, the words "NO EXCEPTIONS" must appear on the quotation.

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FABRICATION DETAILS

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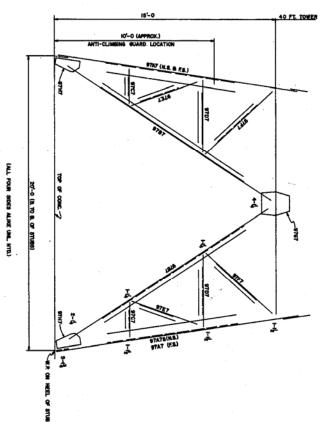
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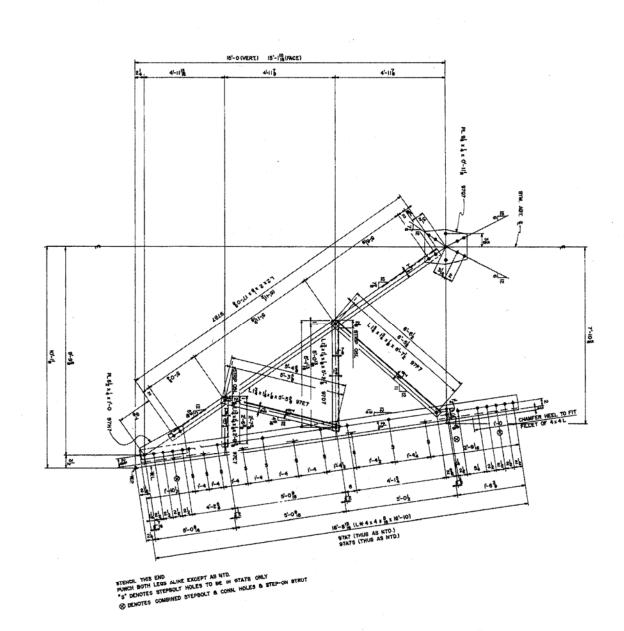
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HARK ALL MEMBERS WITH PREFIX 36



(a) INCLUDES 3/2 % FOR GALY.

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φ _F		FABRICATION 2 CKT TANGE ONDUCTOR 159	ts.	MEMBERS WITH PREFIX 36	ALL PCS. TO BE STEEL STENCHED $W_2^{\dagger \star}$ On larger letters before only.	ASTM ANS	23	RTD. RTD. N A36 UNL. NTD.	K.S.I.
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MARK ALL MEMBERS WITH PREFTX 36 .

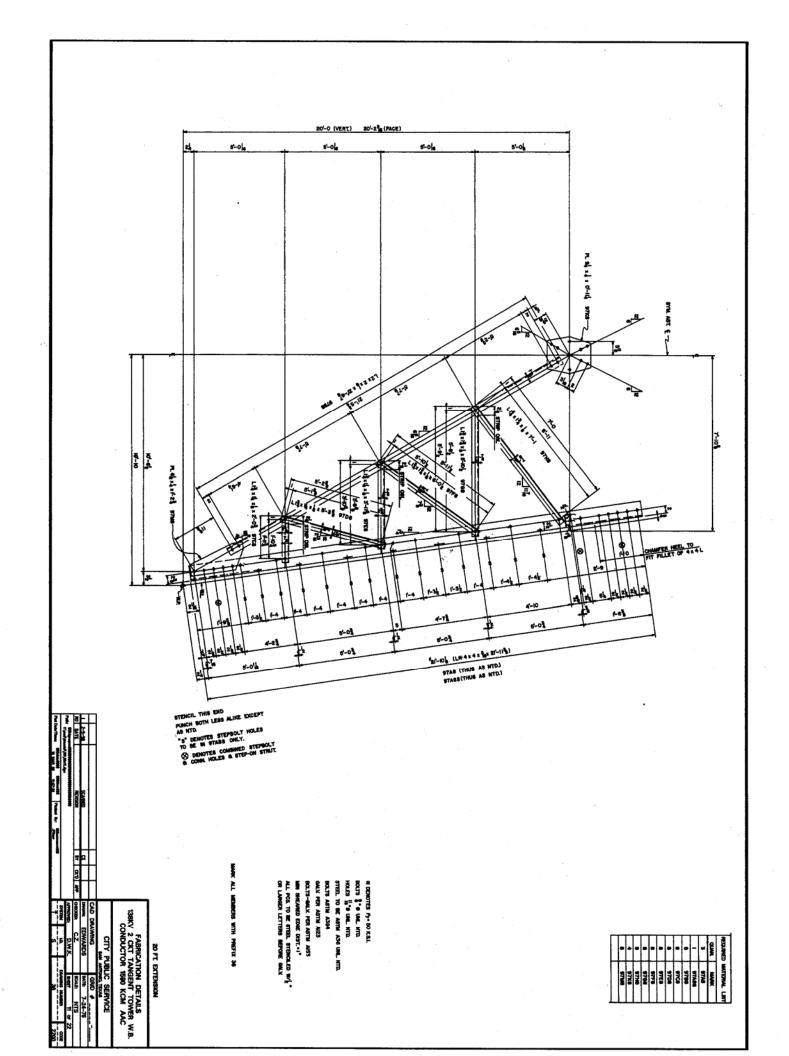
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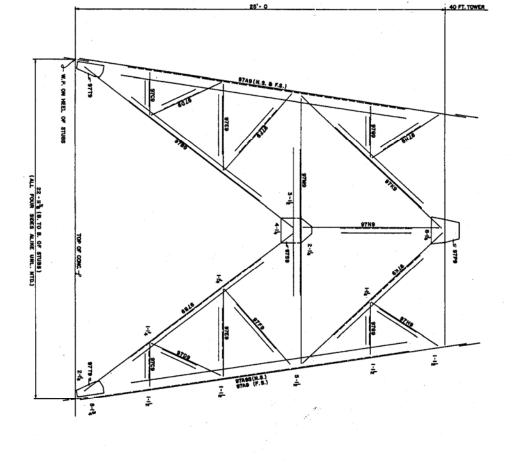
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* DENOTES Py = 50 KSL

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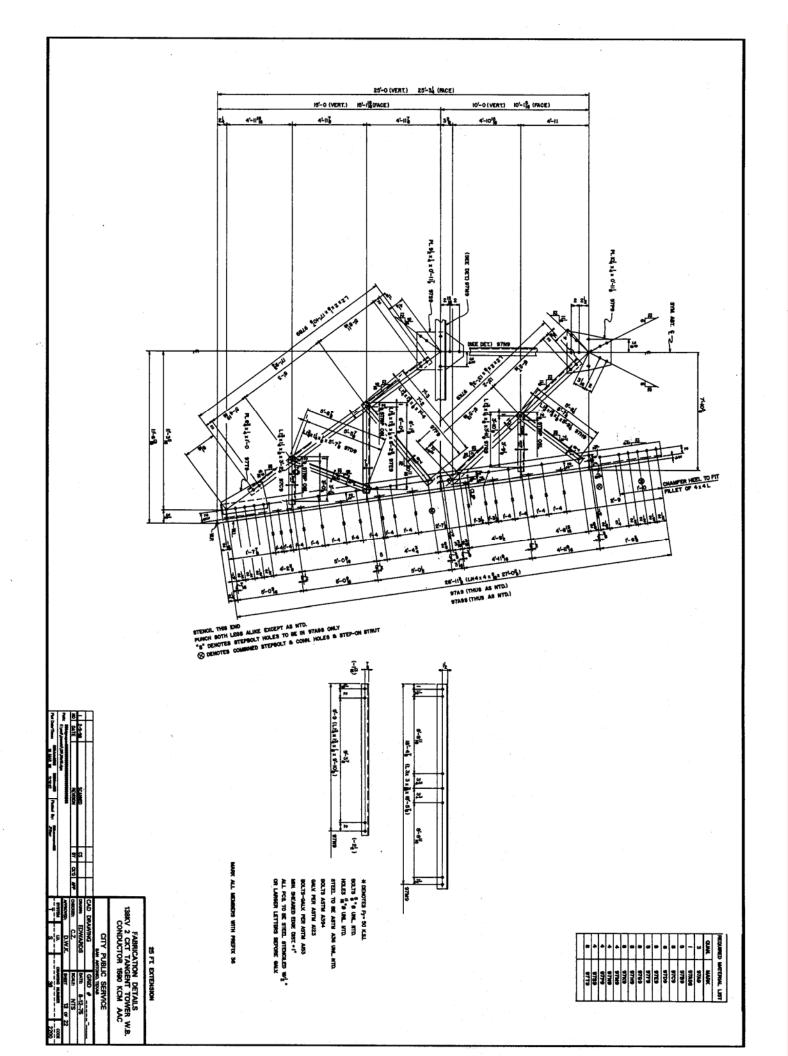
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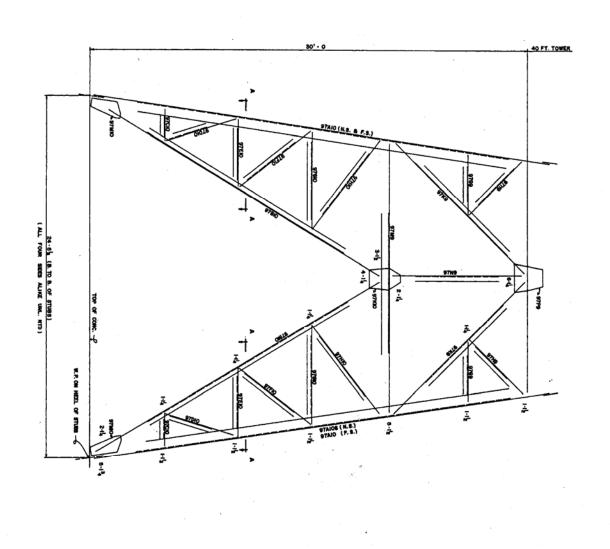
ASSEMBLY DETAILS 138KV 2 CKT TANGENT TOWER W.B. CONDUCTOR 1680 KCM AAC

25 FT. EXTENSION

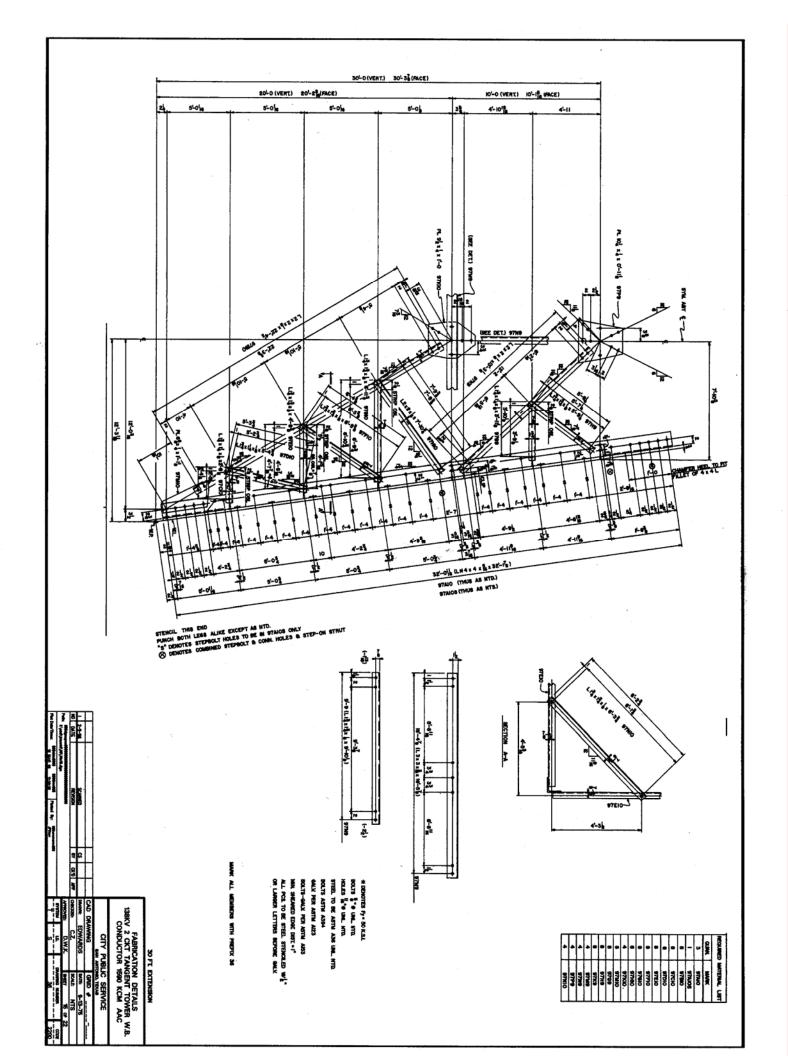
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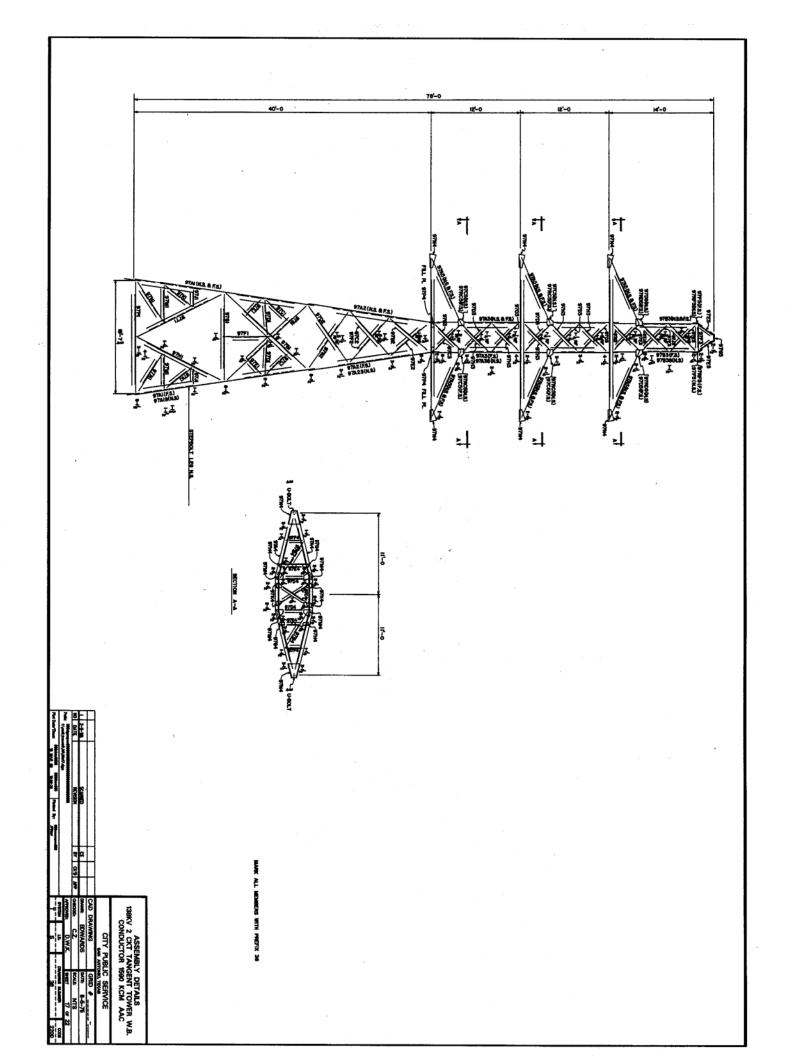
DAV. STRUCTURAL STEEL SCHEDULE 138KV 2 CKT TANGENT TOWER W.B. CONDUCTOR 1590 KCM AAC ¥ CITY PUBLIC SERVICE

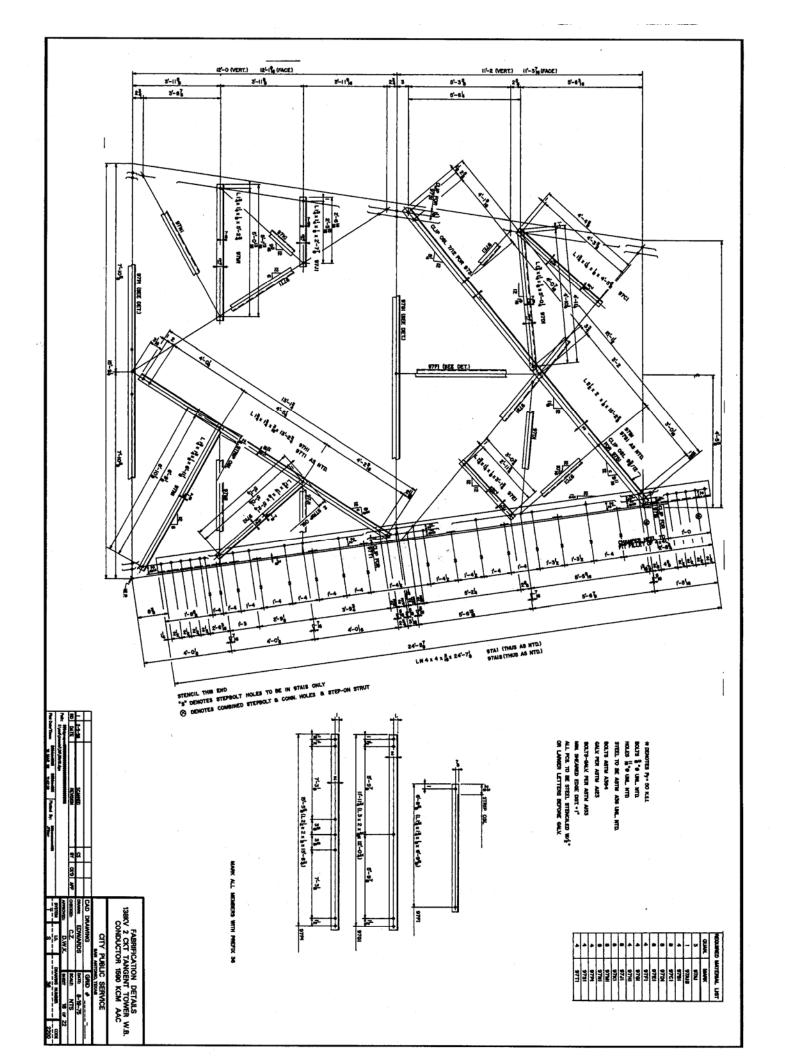
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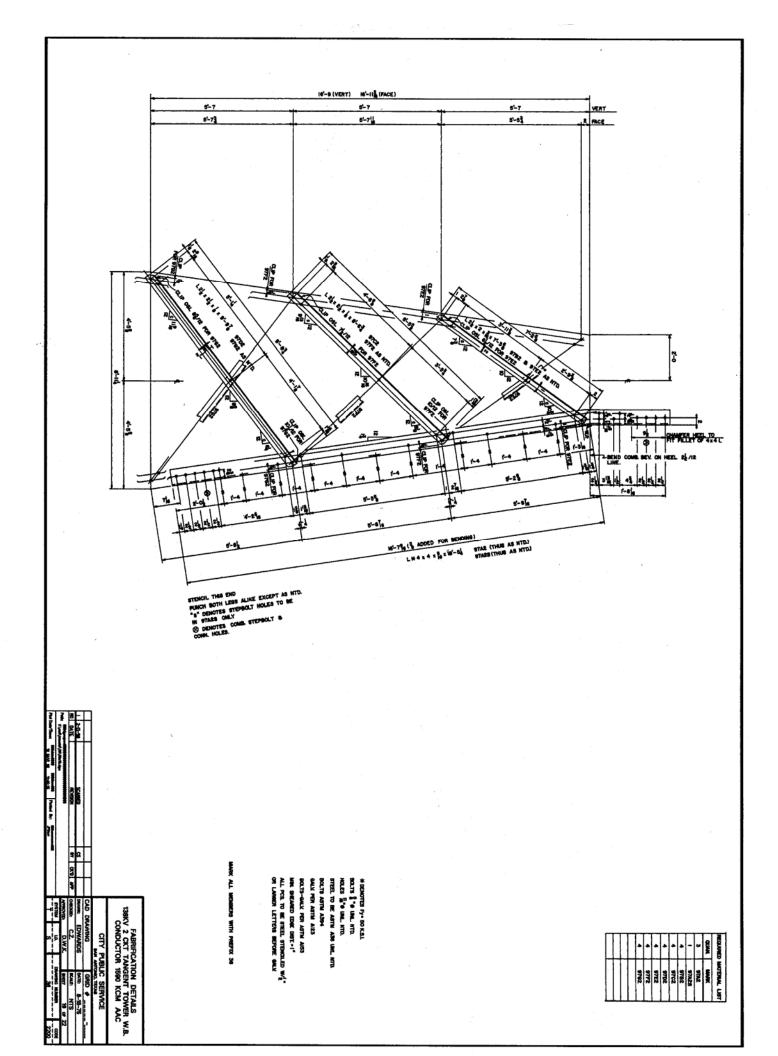
EDWARDS INVE 9-28-76

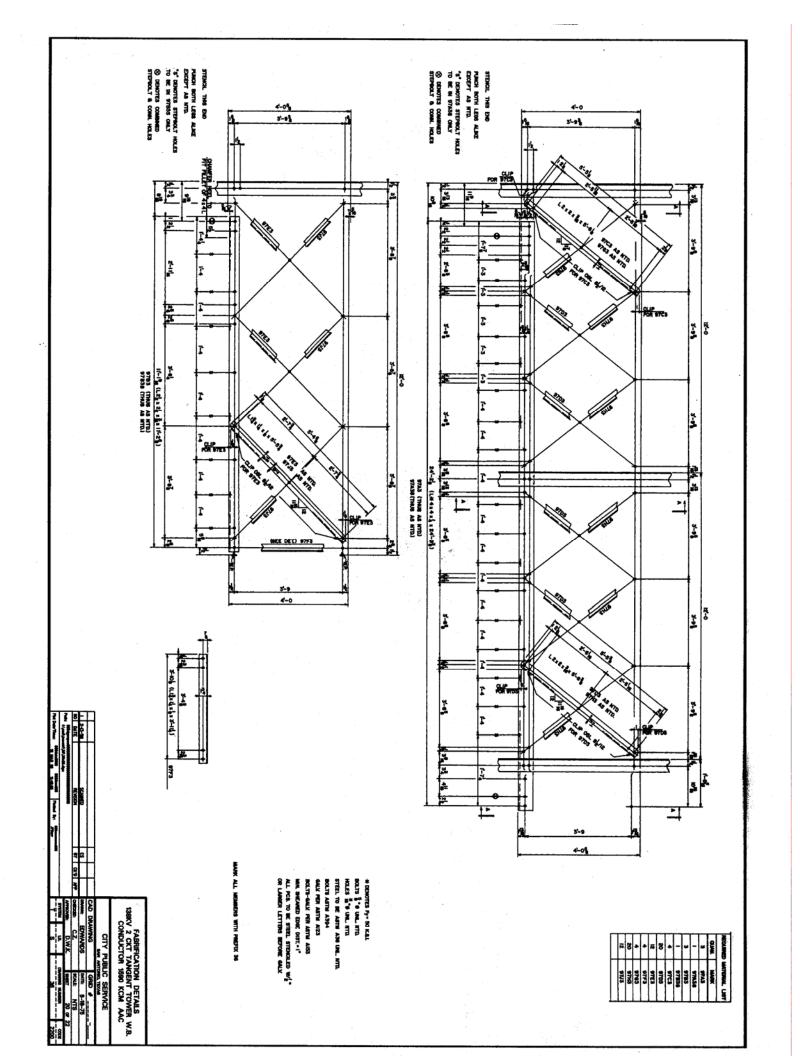
EDWK 18-92 20

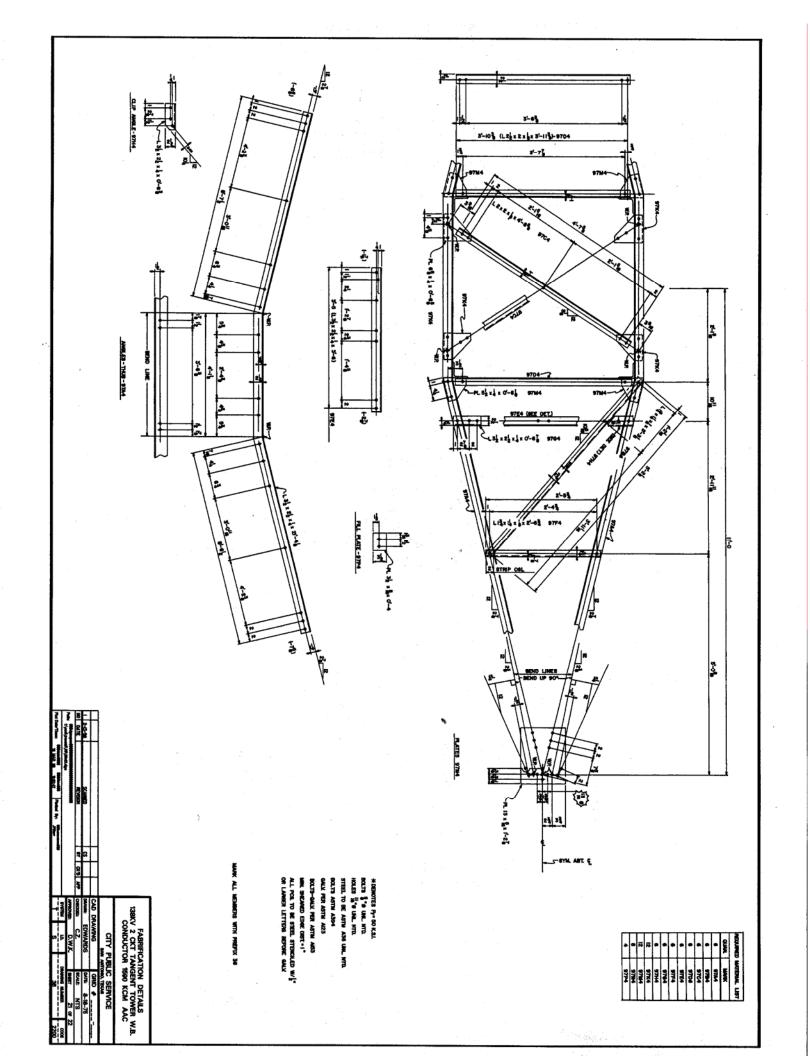
IN 19-92 MARIE 18-DRAWING **⊚**

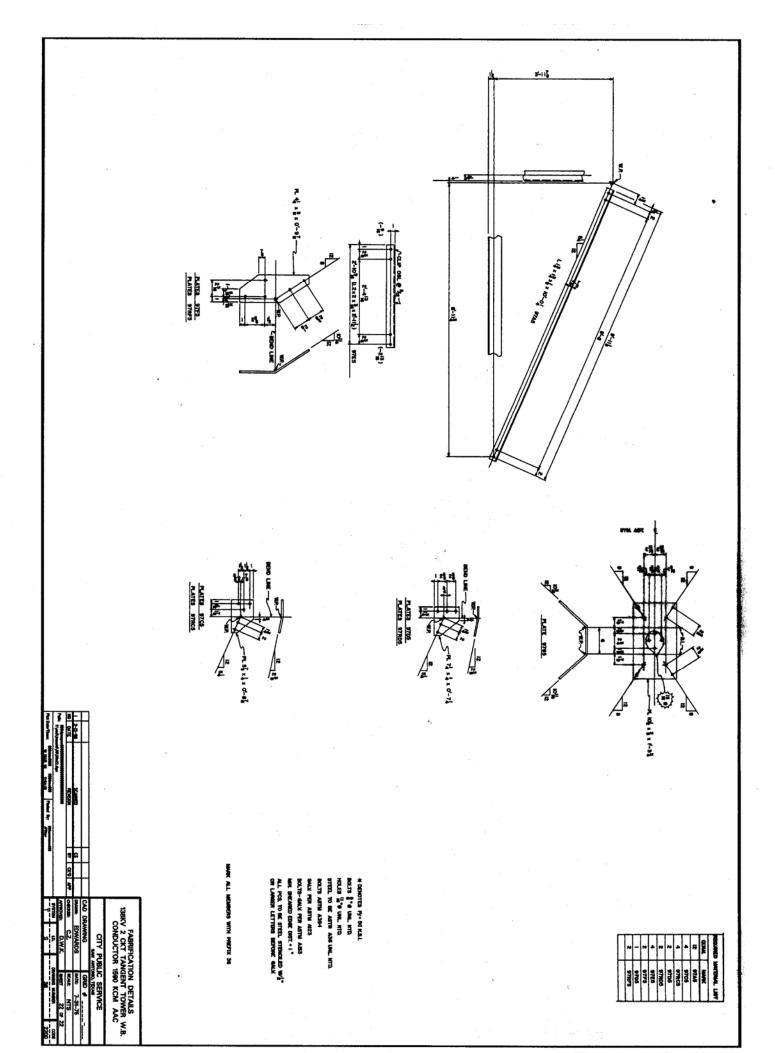












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Approved: December 14, 2005 Page 52