



**Camino Real Regional Mobility Authority**

**El Paso Streetcar Infrastructure Project**

**EXHIBIT A**

**GENERAL CONDITIONS**

**Addendum No. 2**

estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.50. **Independent Assurance Tests.** Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the CRRMA or its designated representative and are not used for acceptance purposes.

3.51. **Inspector.** The person assigned by the CRRMA to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.52. **Instructions to Proposers.** The Instructions to Proposers included in a Request for Proposals containing the requirements for submitting a Proposal for a project.

3.53. **Intelligent Transportation System.** An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.54. **Interim Completion.** Substantial Completion of the Interim Milestone Work in accordance with the requirements of Article 4.16 of these General Conditions.

3.55. **Interim Milestone Work.** The work detailed in ~~Volume 2 of the~~ Technical Specifications, ~~plus certain track work, together generally described as follows:~~ Volume 1-EP 000-SYS, which includes all work necessary to begin systems integration testing, and completion of the Maintenance and Storage Facility (MSF) including obtaining an occupancy permit from the City.

~~(a) — completion of the maintenance and Storage Facility (MSF) including obtaining an Occupancy Permit from the City.~~

~~(b) — completion of a Minimum Operating Segment (MOS) that includes but is not limited to: track construction, systems construction, TPSS, traction power electrification, systems testing, and certification, such that the PCC cars can be received and Acceptance Testing of the vehicles be performed. The MOS shall include all track work including the two turnouts and connecting track on Santa Fe to the MSF and all track work within the MSF.~~

3.56. **Intersection.** The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

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

3.58. **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.59. **Key Personnel.** The positions designated as such in the Instructions to Proposers and/or contract documents for a project.

3.60. **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.61. **Letting.** The receipt, opening, tabulation, and determination of the apparent best value proposal.

3.62. **Letting Official.** The Executive Director or any CRRMA employee empowered by the Executive Director to officially receive Proposals and close the receipt of Proposals at a letting.

days after expiration of the 20-day period and the CRRMA's receipt of the second notification, the CRRMA shall either: (a) issue the Certificate of Substantial Completion (dated as of the date of Contractor's second notification) or (b) notify Contractor in writing setting forth, as applicable, why the Interim Milestone Work has not reached Substantial Completion. If the CRRMA and Contractor cannot agree as to the date of Substantial Completion of the Interim Milestone Work, such dispute shall be resolved according to the dispute resolution procedures set forth in the Contract.

### 17. FINAL ACCEPTANCE.

17.1. **Requirements for Final Acceptance.** Within ~~60~~90 calendar days after Substantial Completion of the Project, Contractor shall perform all Work, if any, which was deferred in connection with the Substantial Completion, and shall satisfy all of its other obligations under the Contract Documents, any governmental approvals and applicable law, including ensuring that all equipment, materials, facilities, improvements, structures and components have been properly adjusted and tested. Final Acceptance of the Project shall be deemed to have occurred when all of the following have occurred:

17.1.1. All requirements for Substantial Completion of the Project shall have been fully satisfied, as determined by the CRRMA;

17.1.2. The CRRMA shall have received all final Construction Plans, surveys, maintenance manuals, electronic files, test data and other deliverables relating to the Project required under the Contract Documents;

17.1.3. All special tools, equipment, furnishings and supplies purchased and/or used by Contractor solely for the Project as provided in the Contract Documents shall have been delivered to the CRRMA and all replacement spare parts shall have been purchased and delivered to the CRRMA, free and clear of liens;

17.1.4. All personnel, supplies, equipment, waste materials, rubbish and temporary facilities of the Contractor shall have been removed from the Project, Contractor shall have restored and repaired all damage or injury arising from such removal to the satisfaction of the CRRMA, and the Project shall be in good working order and condition;

17.1.5. Contractor shall have delivered to the CRRMA a certification representing that there are no outstanding claims of Contractor or claims, liens or stop notices of any first tier subcontractor, laborer, utility owner or railroads with respect to the Work for the Project, other than any previously submitted unresolved claims of Contractor on behalf of itself or on behalf of a first tier subcontractor, laborer, utility owner or railroad. For purposes of such certificate, the term "claim" shall include all matters or facts which may give rise to a claim;

17.1.6. The Punch List items for the Project shall have been completed to the satisfaction of the CRRMA, and all of Contractor's other obligations under the Contract Documents, any governmental approvals and applicable law, other than obligations which by their nature are required to be performed after Final Acceptance of the Project, shall have been satisfied in full or waived;

17.1.7. Contractor shall have finalized and closed out all governmental approvals; and

17.1.8. Contractor shall have requested and the CRRMA shall have issued a certificate of Final Acceptance to Contractor acknowledging the satisfaction of the conditions set forth in clauses 17.1.1 through 17.1.7 above. The CRRMA agrees to issue such certificate when such conditions have been satisfied.



## ADDENDUM 2 - JULY 14, 2015

2.5.7.5. Photo identification for each employee who will enter working areas as required by 29 CFR 1910.120; and

2.5.7.6. Documentation of any other training required to perform work at the site required by applicable federal, state, and local laws, regulations, codes, ordinances or other required practices.

2.5.8. The Contractor shall maintain current training certifications for its employees for the duration of the project by providing training to its employees before current certifications expire. Workers with expired certifications will be restricted from work at the site. The Contractor will update this list as personnel changes are made during the Project and provide one copy of this list to the CRRMA as necessary to maintain current records/lists.

2.5.9. The Contractor shall provide clean and appropriate PPE. The Contractor's Site Health and Safety Officer(s) shall select PPE according to the site conditions and HASP requirements. The Contractor personnel will, at a minimum, perform work in Level D, which will include hard hats, safety boots, disposable boot covers or rubber boots, long-sleeved shirts, and safety glasses. The Contractor shall upgrade levels of PPE as required based on, but not limited to, noise level monitoring results, and the upgrade requirements specified in the Contractor's HASP.

2.5.10. The Contractor is responsible for the collection and containment of any spent PPE at the end of each day.

2.5.11. The Contractor shall allow the CRRMA to inspect the Contractor's work practices and products at any time to verify that work is being performed in accordance with the specifications, and the Contractor's HASP. The Contractor shall upgrade the PPE worn by site personnel and/or revise safety procedures in accordance with the Contractor's HASP if recommended by the CRRMA and warranted by site conditions.

2.5.12. The Contractor shall not allow its employees to ~~eat, smoke, or drink~~ within any work area at the site. The Contractor shall designate areas for such activities in the support zone around the office trailers.

2.5.13. All office trailers shall be designated as non-smoking areas.

2.5.14. The Contractor shall provide all labor, equipment, and materials to clean up spills of oil, chemical products, wastewater, debris or other materials immediately as they occur. The Contractor shall provide the labor and materials to clean up such spills and contain the materials according to their waste classification..

2.5.15. The Contractor shall be responsible for rewashing or remediating clean areas that become contaminated as a result of a spill caused by the Contractor.

2.5.16. During the Project, the Contractor shall take immediate action to mitigate any imminent hazards that are identified. The Contractor shall provide all labor, materials, and equipment to address such hazards.

2.5.17. The Contractor shall clearly label all containers and drums including, but not limited to:

2.5.17.1. Wastewater;

**Table 2**  
**Work Requirements**

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

“Directly supervised by a licensed electrician” means that a licensed electrician is physically present during all electrical work. “Directly supervised by a licensed electrician or certified person” means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, “Electrical Conductors.”

## 20. PAYROLLS

Ensure that employees, contract labor, and any subcontractor’s employees are paid at least the predetermined wage rates shown in the Contract. Contractor shall pay, and shall cause its subcontractors to pay the prevailing wage rates for El Paso County (Zone 34), as published by TxDOT as of the Proposal date.

Payroll records must contain the information required by law. As an option, form WH-347, “Payroll” is provided by the U.S. Department of Labor.



expressly understood and agreed that the term "revisions", as used herein shall refer to changes to the schedule with respect to work that conceivably will be performed up to completion of the Project.

**5.10.2. CRRMA Required Revisions.** Within 15 calendar days of the CRRMA's request, the Contractor shall submit a revised schedule whenever the CRRMA determines that there is a major change in the Project scope that affects the Critical Path.

If the Contractor falls 15 calendar days behind on any critical path activity shown on the Baseline Schedule or if it becomes apparent to the CRRMA that the work may not be completed as scheduled or that milestone dates may not be achieved as scheduled, the Contractor shall prepare and submit a proposed revised Recovery Schedule demonstrating the Contractor's proposed plan to regain lost schedule progress and to achieve Interim Completion and Substantial Completion and all work related thereto and Final Acceptance. Contractor will prepare and submit the recovery schedule within 10 calendar days after the submittal of the monthly Baseline Schedule update. After the CRRMA accepts the recovery schedule, it will become a part of the Baseline Schedule. The proposed revised Recovery Schedule shall include a narrative demonstrating the resources to be employed and work activities necessary to meet the proposed revision. All costs (including any additional labor costs) to analyze, revise and to incorporate any schedule modification shall be the responsibility of the Contractor.

The CRRMA and its representatives shall review the recovery schedule and submit written comments to Contractor within ten (10) calendar days of receipt of the recovery schedule submittal.

**5.11. Measurement and Payment.** CPM Scheduling will NOT be paid for by separate payment. All costs incurred in complying with the above requirements for furnishing the CPM schedule shall be the responsibility of the Contractor. An amount not to exceed 25 percent of the total estimated value of the work performed during each period may be withheld if the Contractor fails to submit any of the acceptable schedules, and/or failure of said schedules to conform to the requirements of this section, as determined by the CRRMA. This includes Monthly Updates and Schedule Update Reports.

Thereafter, on subsequent successive payment application periods, the percentage withheld may be increased at a rate not to exceed 25 percent per payment application period in which the nonconformance with this specification continues.

Monies withheld for this non-conformance will be released for payment on the next monthly payment application for partial payment following the date the schedule information is brought back into compliance with this specification.

## 6. FAILURE TO COMPLETE WORK ON TIME

**6.1. General.** The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of calendar days specified, calendar days will continue to be charged. Failure to complete the Contract callout work, or a work order within the number of calendar days specified, including any approved additional calendar days, will result in liquidated damages for each calendar day charged over the number of calendar days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each calendar day the Project remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

**6.2. Failure to Timely Complete Interim Milestone Work.** If the Contractor fails to complete the Interim Milestone Work ~~within 545~~, which includes all work necessary to begin systems integration testing as defined in Technical Specifications Volume 1-EP 000-SYS, and completion of the

Maintenance and Storage Facility (MSF) including obtaining an occupancy permit from the City, within 709 calendar days of the issuance of notice to proceed, then the Contractor shall pay to the CRRMA, as liquidated damages, the amount of \$5,000 per calendar day until Substantial Completion of the Interim Milestone Work is achieved, subject to a cap of \$1,500,000 on liquidated damages for failure to timely achieve Substantial Completion of the Interim Milestone Work.

6.3. ~~Failure to Timely Complete~~Completion of the Project. ~~If the~~The Contractor ~~fails to meet the requirements for~~shall achieve Substantial Completion of the Project within ~~910~~1,105 calendar days of the issuance of notice to proceed, ~~then the Contractor shall pay to the CRRMA, as liquidated damages, the amount of \$5,000 per calendar day until Substantial Completion of the Project is achieved.~~

6.4. **Payment of Liquidated Damages.** The Contractor shall pay to CRRMA any liquidated damages owed on a monthly basis, or at the option of CRRMA, CRRMA may deduct any accrued and unpaid liquidated damages from Contractor's monthly draw request.

## 7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The CRRMA may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract Documents requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the CRRMA's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the CRRMA,

If any of these conditions occur, the CRRMA will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the CRRMA will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the CRRMA written notice of voluntary default of the Contract, the CRRMA may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The CRRMA may suspend work in accordance with Section 7.4., "Temporary Suspension of Work or Calendar Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor.

The CRRMA will determine the method used for the completion of the remaining work as follows:

- **Contracts with Performance Bonds.** The CRRMA will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The CRRMA reserves the right to approve or reject proposed subcontractors. Work may resume after the CRRMA receives and approves Certificates of Insurance as required in Section 1.1.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the