



County of El Paso Purchasing Department
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El Paso, Texas 79901
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ADDENDUM 1

To: All Interested Proposers

From: Lucy Balderama, Inventory Bid Technician

Date: March 11, 2010

Subject: Bid # 10-016, BID-Club House Renovations at Ascarate Golf Course

The Purchasing Department received questions relating to the above referenced RFP during the Pre-bidders Conference on March 3, 2010 at 9:00 a.m.; the response to the following question:

1. Would you please clarify on how many copies you are requesting of this proposal?

One original and 4 copies.

The Purchasing Department received questions relating to the above referenced Bid; the response to the following questions:

1. What is the budget for t the Ascarate Club House Project?

Information not available at this time.

2. Could we bid only on the mechanical portion or do we have to bid as a general contractor?

Bids submitted on this project must be for the complete construction package. Stand alone bids for individual systems or components will not be accepted.

PROJECT MANUAL

Include the attached **General Conditions** to the project manual. Responsive bidders shall be responsible for all requirements of the General Conditions, and the General Conditions will be part of the Contract Documents.

TECHNICAL SPECIFICATIONS

Include the following attachments and clarifications to the project manual **Technical Specifications**:

1. Section 08710 - General Hardware Requirements: **Insert the two attached pages, 08710-9 and 08710-10 in the above referenced specification section. These sheets contain the specific Hardware item requirements for the project.**
2. Section 09680 – Carpet:
Revise Paragraph 2.1, A, 1 to read as follows:
 1. **Burtco Enterprises, Inc. Castlewood or Wyndstone series, Densified Cut Pile Graphics, 12' wide.**
(Note: the Architect has been advised that the Tamarack series carpet is no longer in production.)
3. Section 10400 - Identifying Devices: Revise Paragraph 2.01, A, 2 to read **"Letters required: ASCARATE GOLF COURSE"**. Letters to be on the face of the building at a location to be determined. Note: these letters are in addition to the cast letter indicated in the Sign Drawing, X1, issued as part of this Addendum.
4. Section 10400 – Identifying Devices: Delete Paragraph 2.03, B in its entirety. Insert the following:
 - B. Materials**
Furnish the following:
 1. **Two (2) wall mounted directional signs indicating the location of the Accessible Entrance. Refer to Sheet A3A, Elevation 4/A3A for locations and size.**
5. Section 12512 – Horizontal Louver Blinds and Drawing Sheet A4A. Clarification: **Horizontal Louver Blinds are required in the Base Bid work and in the Alternate Bid Item 2, requiring new storefront and windows. Louver Blinds shall be provided at every exterior storefront and window (Not at Doors). Windows without a horizontal mullion shall have full height blinds from head rail to sill. Windows that have a horizontal mullion (arch top windows) shall have blinds with the head rail / valance mounted on the horizontal mullion. The top arch sections shall not have blinds. The contractor shall measure existing windows for required sizes. The contractor shall measure new storefront and windows for required sizes, if Alternate Bid Item 2 is accepted.**
6. General Requirements:

As part of this contract, the bidders shall include pricing for two 4' by 8' plywood construction signs, each mounted on two 4" by 4" wood posts. Specific locations and language / graphics of each sign to be provided by Architect.

CONTRACT DRAWINGS

Include the following attachments and clarifications to the project [Contract Drawings](#):

1. Refer to the attached Addendum No. 1, Drawing X1:
This drawing contains the requirements for a monument sign to be incorporated into the Base Bid scope of work. The location of the sign is undetermined at this time. It will be located within a landscape area as indicated on Detail #1 on the Cover Sheet. Exact location and orientation will be provided by the Architect. No electrical or lighting will be required.
2. Refer to Sheet A3A, note titled "Bid Alternates 1 & 2":
**Revise the last sentence of the first paragraph of Note 1 to read:
(Alternate Bid Item #2)
Revise the last sentence of Note 2 to read:
(Alternate Bid Item #3)**
3. Refer to Sheet A4A, Reflected Ceiling Plan Keyed Notes:
**Revise "Alternate" number shown in Note #5 and Note #6 to read:
Alt. #1 (not alternate #3)**
4. Refer to Sheet A3, Detail 13/A3:
Add the following dimensional requirement:
TROPHY CASE TO BE 11' WIDE BY 5' HIGH BY 16" DEEP. 2 SECTIONS.

GENERAL CONDITIONS

The Plans, General Specifications, Addenda and Technical specifications shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

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GENERAL CONDITIONS

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "Local Public Agency" means the County of El Paso, which is authorized to undertake this contract.
- c. The term "Contractor" means the person, firm or corporation entering into the contract with the Local Public Agency to construct and install the improvements embraced in this contract.
- d. The term "Project Area" means the area within which is the specified contract limits of the improvements contemplated to be constructed in whole or in part under this contract.
- e. The term "Engineer" means County Road Engineer. Engineer in charge serving the Local Public Agency with architectural or engineering services, his/her successor, designated representative, or any other person or persons, employed by said Local Agency for the purpose of directing or having in charge the work embraced in this contract, the said Engineer acting directly or having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties instructed to him/her.
- f. The term "Local Government" means the County of El Paso, Texas, within which the project area is situated.
- g. The term "Contract Documents" means and shall include the following: Executed contract, Addenda (if any), Invitation for bids, Instructions to bidders, and Signed Copy of bid, Technical Specifications, and Drawings, (as listed in the Schedule of Drawings).
- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.

- i. The term "Technical Specifications" means the part of the contract documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this contract.
- j. The term "Addendum" or "addenda" means any changes, revisions or clarifications of the Contract Documents, which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving bids.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he/she shall be responsible for all work executed by him under the contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his/her failure to do so.

103. SUBCONTRACTORS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has received written approval of such subcontractor from the Local Public Agency.
- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her.

- d. The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract.
- e. Nothing contained in the contract shall create any contractual relations between any subcontractor and the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work and the contractor shall cooperate fully with such other contractors, by scheduling his/her own work with that to be performed under other contracts as may be directed by the Local Public Agency. The contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this contract. He/she shall be prepared to guarantee to each of his/her subcontractors the locations and measurements, which they may require for the fitting of their work to surrounding, work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts or neglect on the part of the contractor, any other contractor or any subcontractor shall suffer loss or damage on the work the contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will settle. If such other contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this contractor, who shall defend at his/her own expense any suit based upon such claim, and if any judgment or claims against the Local Public Agency and the Engineer shall be allowed, the contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

- a. The contractor shall submit for approval immediately after execution of the agreement, a carefully prepared Progress Schedule, showing the propose 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. **COST BREAKDOWN-** The contractor shall submit to the Local Public

Agency a breakdown of his/her estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency.

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 Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the contractor.

108. PAYMENTS TO CONTRACTOR

Partial Payments

- a. The contractor shall prepare his/her requisition for partial payment as of the last day of the month and submit it with the required number of copies to the Engineer for his/her approval. 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.) ten percent (10%) of the total amount, to be retained until final payment and (2.) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and in the unit process contained in the agreement. 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.
- b. Monthly or partial payments made by the Local Public Agency to the contractor are monies advanced for the purpose of assisting the contractor to expedite the work of construction. 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 Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency 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 Local Public Agency in all details.
- c. If a Lump sum contract is deemed advisable revise:

- (1) The third sentence in paragraph (1) under “Partial Payments” to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.

Final Payment

- a. After final inspection and acceptance by the Local Public Agency of all work under the contract, the contractor shall prepare his/her 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. The total amount of the final payment due the contractor under this contract shall be the amount computed as described above less all-previous payment. Final payment to the contractor shall be made subject to his/her furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his/her contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release as provided under Section 113 hereof.
- b. The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.
- c. The Local Public Agency, before paying the final estimate, may require the contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the contractor, if the Local Public Agency deems such action advisable make payment in part or in full to the contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this contract.
- d. Withholding of any amount due the Local Public Agency under Section 135 entitled “Liquidated Damages,” shall be deducted from the final payment due the contractor.

Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the contractor so much as may be necessary to protect the Local Public Agency and if it 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 constructed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the contractor and his/her protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any money from the contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

109. CHANGES IN THE WORK

- a. The Local Public Agency may make changes in the scope of work required to be performed by the contractor under the contract or making the contract, and without relieving or releasing the contractor from any of these obligations under the contract or any guarantee given by his pursuant to the contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, lib or property, the contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contract price, will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the contractor to proceed with desired unit prices specified in the contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the agreement by more than twenty-five percent (25%) in accordance with the Section entitled Contract Price Quotes under INSTRUCTIONS TO BIDDERS.
- d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more that twenty-five percent (25%), the Local Public Agency shall, before ordering the contractor to proceed with desired changes, request

an itemized proposal form him/her covering the work involved in the change after which the procedure shall be as follows:

- (1) If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the contractor; and
- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The contractor's proposal (if any) or a confirmed copy thereof.
- (3) A definite statement as to the resulting changes in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

- a. If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he/she shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his/her protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his/her objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or

performing more work, than would be reasonable estimated from the drawings and maps issued.

- c. Any discrepancies, which may be discovered between actual conditions and those, represented by the drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him/her from the Local Public Agency.
- d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the contract price and /or time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. **RIGHT OF THE LOCAL PUBLIC AGENCY TO TERMINATE CONTRACT.** In the event that any of the provisions of this contract are violated by the contractor, or by any of his/her subcontractors, the Local Public Agency may serve written notice upon the contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Local Public Agency shall immediately serve notice thereof upon the surety and contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) day from the date of the mailing to such Surety of notice to termination, the Local Public Agency may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the contractor and his/her Surety shall be liable to the Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- b. **Liquidated Damages for Delays.** If the work not completed within the time stipulated in Section 134 hereof, including any extensions of time for excusable delays as herein provided, the contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasion by the delay) for each work day of delay, until the work is completed, the amount as set forth in Section 135 hereof and the contractor and his/her sureties shall be liable to the Local Public Agency for the amount thereof.

c. **Excusable Delays.** The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completing of the work due to:

- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Local Public Agency;
- (3) To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the Local Public Agency, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1, 2, and 3 of this paragraph "c".

Provided however, that the contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause the extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR RENOVATION

The contractor shall not assign or transfer, whether by an assignment or renovation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or renovation of this contract shall be valid unless the assignment of any of the contractor's rights or benefits under the contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have the waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b. The contractor shall submit in detail his/her claim and his/her proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to his/her last know address.
- c. If the contractor does not agree with any decision of the Local Public Agency, he/she shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he/she is proceeding with the work under protest and he/she may then accept the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the contractor, save only at his/her own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawing, machinery details, layout drawings, etc. shall be submitted to the Engineer in the number of copies specified, for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his/her own risk, with manufacture or installation

of any equipment or work covered by said shop drawings, etc. until they are approved an no claim, by the contractor, for extension of the contract time shall be granted by reason of his/her failure in this respect.

- b. Any drawings submitted without the contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of the contract because of standard shop practice or other reason, the contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though the drawings have been approved.

- c. If a shop drawing is in accord with the contact or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the contractor from his/her responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

“The modification shown on the attached drawing is approved in the interest of the Local Public Agency to affect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and Surety bond or bonds”.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his/her possession which should be furnished by the Local Public Agency under the terms of this contract, and which he/she will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the contractor. The first list shall be submitted within two weeks after contract award and shall be as complete as possible at that time. The contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the contractor. The contractor shall be fully responsible for any delay in his/her work or to others arising from his/her failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as “equal to” any particular standard, the Engineer shall decide the question of equality.
- b. The contractor shall furnish to the Local Public Agency for approval the manufacturers detailed specifications for all machinery, mechanical and other special equipment, which he/she contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he/she proposes to incorporate in the work. (See Section 118 thereof)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. **The Local Public Agency may require the contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.**

118. SAMPLES, CERTIFICATES AND TESTS

- a. The contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the contractor’s bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor’s bond.

No such material or equipment shall be manufactured or delivered to the site, except at the contractor’s own risk, until the required samples or certificates have

been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

- b. Each sample submitted by the contractor shall carry a label giving the name of the contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with samples and/or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he/she deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check test, have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the contractor as is equitable.
- d. Except as otherwise specifically stated in the contract, the costs of sampling and testing will be divided as follows:
 - (1) The contractor shall assume all costs of compaction testing to meet Contract requirements and/or as designated by the engineer. Compaction tests shall be performed at an interval of 150 feet along the length of the street;
 - (2) The contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - (3) The contractor shall assume all costs of re-testing material which fail to meet contract requirements;
 - (4) The contractor shall assume all costs of testing materials offered in substitution for those found deficient;

- (5) The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

- a. The contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers.

Before installing any work the contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waiver (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the contractor would have been entitled to receive if the change had been made before the contractor commenced work on the items involved.

- b. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

- a. The contractor shall be responsible for all damages to person or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- b. The contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and a holiday, from the time the work is commenced until the completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his/her discretion to prevent such threatened loss or injury, and he/she shall so act. He/she shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.
- d. The contractor shall avoid damage as a result of his/her operations to existing sidewalks, streets, curbs, pavements, utilities (except those, which are to be replaced or removed), adjoining property, etc., and he/she shall at his/her own expense completely repair any damage thereto caused by his/her operations.
- e. The contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The contractor shall indemnify and save harmless the Local Public Agency and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined

under construction safety and health standards promulgated by the Secretary of Labor.

- b. The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site which occur as a result of his/her prosecution of the work. The safety provisions of applicable laws and building and constructions codes shall be observed and the contractor shall take or cause to be taken such additional safety and health necessary.

Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

- c. The contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- d. The contractor shall indemnify and save harmless the Local Public Agency and the engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

122. SANITARY FACILITIES

The contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The contractor shall confine his/her equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as many be desired by the Local Public

Agency, and shall not unreasonably encumber the site or public rights of way with his/her materials and construction equipment.

- b. The contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear.

Upon completion of the work, he/she shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any times during manufacture or construction and at any and all places where such manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the contractor, without prejudice to any other rights or remedies of the Local Public Agency.
- b. The contractor shall furnish promptly all materials reasonable necessary for any test, which may be required. (See Section 118 hereof). All tests by the Local Public Agency will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

- c. The contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the contractor shall uncover for inspection and recover such facilities all at his/her own expense, when so requested by the Local Public Agency.
- d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the contractor shall on request promptly furnish all necessary facilities, labor, and material.

If such work is found to be defective in any important or essential respect, due to fault of the contractor or his/her subcontractors the contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the contractor and he/she shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- e. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract maybe made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the contractor or his/her sureties of full responsibility for materials furnished or work performed not in strict accordance with Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

- a. When the Improvements embraced in this Contract are substantially completed, the contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection.

If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128 DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129 INSURANCE

The contractor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Local Public Agency, nor shall the contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. **Compensation Insurance:** The contractor shall procure and shall maintain during the life of his/her contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his/her employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the contractor shall require the subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.

- b. **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property

Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Section 137, General Conditions.

- c. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The contractor shall require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Section 137 General Conditions specified in subparagraph (b) hereof.

- d. **Scope of Insurance and Special Hazards:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the contractor and his/her subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Special Conditions.

- e. **Proof of Carriage of Insurance:** The contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

Such certificates shall also contain substantially the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Local Public Agency."

130. PATENTS

The contractor shall hold and save the Local Public Agency, its officers, and employees, and the designated Engineer harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or use in the performance of the Contract, specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other

agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her to the Local Public Agency free from any claims, liens, or changes. Neither the contractor or any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hand of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvement embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work.

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

133. PROJECT SITE

The project area consists of the area within the property limits bounded in general by the Limits indicated in the contract drawings.

134. TIME FOR COMPLETION

The work, which the contractor is required to perform under the Contract, shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the contractor and shall be fully completed within one hundred eighty (180) consecutive calendar days thereafter.

135. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the contractor is required to perform under this contract are impossible of determination, the contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of One Thousand Dollars (\$1,000.00) as fixed, agreed and liquid damages for each calendar day of delay from the above stipulated for substantial and/or final completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all lost revenue, salaries for inspectors, and overhead expense due to the contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

136. SPECIAL HAZARDS

The contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the special hazards.

137. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE.

As required under Section 129 of the General Conditions the contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$325,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$200,000.00 on account of one accident, and contractor's Property Damage Insurance in an amount not less than \$325,000.00.

The contractor shall either (1) require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of this subcontractors in his/her own policy.

138. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every

nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

139. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be writing.
- b. Any notice to or demand upon the contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the County of El Paso, Road & Bridge Department and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify n writing to the contractor for such purpose.
- c. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to Section 113 (b) of this contract.

140. JOB OFFICES

- a. The contractor shall furnish and maintain, during construction of the Improvements embraced in these Contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows: (NONE).
- b. The contractor and his/her subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the Local Public Agency, the contractor shall remove all such temporary structures and facilities from the Site, same to become his/her property, and leave the Site of the work in the condition required by the Contract.

141. PARTIAL USE OF SITE IMPROVEMNETS

The Local Public Agency, at its election, may give notice to the contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the contractor.
- b. The contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the contractor of his/her liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in Section 32 hereof shall not begin to run until the date of the final acceptance of all work which the contractor is required to construct under this Contract.

142. WORK BY OTHERS

The following work will be done by others:

a. At no expense to the Contractor:

(1) On site:

(a) Replacement / upgrading of existing gas meter by the Texas Gas Service.

143. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the contractor without charge five (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the contractor will be furnished at cost plus expenses from the engineer.

144. COUNTY PREVAILING WAGE RATES

The contractor shall pay enclosed prevailing wages to all workers involved in this project. The contractor shall submit a certified copy of payroll for his/her employees and all employees of subcontractors with each payment request. The County has the right to interview any worker working in this project to see if contractor is complying with the prevailing wage requirements.

Hardware Sets (by Door):

Qty.	Item:	Model, Finish and Mfr.:
Door #1: EXISTING DOORS -		
2	Push	(Base Bid Hardware - Alt. Bid See Section 08710) Kawneer, Architect Classic Series, Style CP-11, #29 Black, remove & replace existing.
2	Pull	Kawneer, Architect Classic Series, Style CO-12, #29 Black, remove & replace existing.
2	Closers	Parallel Arm - remove and replace existing.
1 set	Weatherstrip	Replace existing in aluminum frame.
1	Threshold	4" aluminum - replace existing.
2	Sweep	remove and replace existing.
Door #2		
6	Hinges	BB81 4 ½ x 4 ½, 652, PBB1
2	Flush Bolt	3916, 626, TR
1	Deadbolt	KT 137 IC 2 ¾" BS, 626, PD
4	Pull	BP7170, 630, Trim (noted: combination push/pull)
2	Door Closer	7101 BC PA, 626, PD
2	Kick Plate	KO050 10" x 34", 630, TR
2	Door Stops	1214, 626, TR
1	Dustless Strike	3910, 630, TR
Door #3:		
3	Hinges	BB81 4 ½ x 4 ½, 652, PBB1
1	Lockset	SD 116 PHL IC 2 ¾"BS, 626, PD
1	Kick Plate	KC0505 10" x 34", 630, TR
Door #4::		
3	Hinge	BB81 4 ½ x 4 ½, 652, PBB1
1	Deadlock	KT 137 IC 2 ¾"BS, 626, PD
1	Lockset	SD 126 PHL IC 2 ¾"BS, 626, PD
1	Door Stop	1214, 626, TR
Door #5:		
3	Hinges	BB81 4 ½ x 4 ½, 652, PBB1
1	Deadlock	KT 137 IC 2 ¾"BS, 626, PD
1	Passage Set	SD 126 PHL IC 2 ¾"BS, 626, PD
1	Door Stop	1214, 626, TR

Door #6 and 7: Not Used

Door #8, 9 & 10: EXISTING DOORS - (Base Bid Hardware - Alt. Bid See Section)

1	Push	Kawneer, Architect Classic Series, Style CP-11, #29 Black, remove and replace existing.
1	Pull	Kawneer, Architect Classic Series, Style CO-12, #29 Black, remove & replace existing.
1	Threshold	4" aluminum, remove and replace existing.
2	Closers	parallel arm, remove and replace existing.
1set	Weatherstrip	remove and replace in existing aluminum frame.
2	Sweep	remove and replace existing.

Door #11:

3	Hinge	BB81 4 ½ x 4 ½, 652, PBB1
1	Deadlock	KT 137 IC 2 ¾"BS 626, PD
1	Lockset	SD 115 PHL IC 2 ¾"BS 626 PD
1	Door Closer	7101 BC PA 626 PD

END OF SECTION