

# **Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse**

**Bid # 13-069**



**Opening Date  
Friday, January 10, 2014**



## El Paso County Code of Ethics Training Affidavit

(This form must be signed by an officer, principal, or individual authorized to bind the company under a contract with the County.)

IN COMPLIANCE WITH §161 OF THE TEXAS LOCAL GOVERNMENT CODE, ANY VENDOR INVOLVED IN A SINGLE PROCUREMENT EXCEEDING \$50,000 MUST COMPLETE THE ENCLOSED ETHICS TRAINING BEFORE SUBMITTING A BID OR BID WITH THE COUNTY OF EL PASO.

**Purpose:** The stability of democracy depends upon the continuing consent of the governed, which in turn depends upon the trust the electorate holds for its government. The Ethics Commission of the County of El Paso, Texas, in concert with elected county officials, as well as leaders of the various county departments, recognizes the need to maintain the public trust and confidence in the workings of county government and thus adopts this Code of Ethics.

**What is a vendor:**

Any person or their representative or employee whose goods and services are purchased under the terms of a purchase order or contractual agreement with the county; and any other persons doing business with the County.

**Procurement:** In advising upon, discussing, recommending, and/or granting any County purchases, bids or contracts, County public servants shall inform themselves about their financial interests, and shall make a reasonable effort to inform themselves about the financial interest of their family members.

County public servants shall excuse themselves from exercising influence, participating in, discussing, recommending, and/or granting of any County purchases, bids, or contracts if they or a family member have a substantial financial interest.

**Private Communication:** No member of the El Paso County Commissioners Court, County Elected Officials/Department Heads or the El Paso County Hospital District Board of Managers shall permit any vendor, its lobbyists, representative, or employee to communicate with him privately regarding any procurement of items by the County or the Hospital District from the date that the bid, RFP, or RFQ is authorized or released, whichever is first. No private communication regarding the purchase shall be permitted by a member of the Commissioners Court, a county elected official/department head, or



## El Paso County Code of Ethics Training Affidavit (continued)

the hospital district board of managers until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the Commissioners Court, county elected officials/department heads and the board of managers shall make a reasonable effort to inform themselves regarding procurements and shall have a duty to inquire of vendors, their lobbyists, representatives, or employees, the nature of the private communication being sought prior to engaging in any communication.

This prohibition against private communication with vendors, their lobbyists, representatives, or employees shall apply to commissioners court approval of hospital district purchases.

I \_\_\_\_\_ am an officer, principal, or individual  
(Full Name)  
authorized to bind the company, known as

\_\_\_\_\_  
(Company name)

By reading and signing this document, I confirm that I have been trained in the County of El Paso's Code of Ethics. I understand that any contact by myself or any representative of the company with a County of El Paso official or county employee, other than those shown on the RFP or bid documents shall cause the bid or bid to be immediately disqualified from consideration of award.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**EL PASO COUNTY PURCHASING DEPARTMENT  
800 E. OVERLAND AVE., ROOM 300  
EL PASO, TEXAS 79901  
(915) 546-2048  
FAX: (915) 546-8180**

**Memorandum**

**To:** All Vendors

**Subject:** County Purchasing New Vendor/Bid System & Online Vendor Registration  
-----

The Purchasing Department has implemented its new bid processing vendor notification/registration system. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register in this new system at [www.epcounty.com](http://www.epcounty.com). /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact Sally Borrego at (915)546-2048.

## INVITATION FOR BIDS {PRIVATE}

(Must be modified if applicable State or local law so requires)

The County of El Paso will receive Bids for Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse, Bid #13-069, until 2:00 P.M., on Friday, January 10, 2014, at the County Purchasing Department, 800 East Overland, Rm 300 El Paso, Texas 79901 at which time and place all bids will be publicly opened and read aloud.

### **BASE BID**

**The project consists of but is not limited to the following:**

**Provide new work to complete construction and installation of the Lady Liberty Pedestal for the El Paso County Courthouse as shown on plans and specifications.**

**The work included but is not limited to the following accordance with plans and specifications including General & Special Conditions:**

- a. Light gage metal studs, backer board, limestone facing and other accessories and finishes, as required.**
- b. Installing the Lady Justice Statue as shown on drawings.**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: [bidquestions@epcounty.com](mailto:bidquestions@epcounty.com) before **Friday, December 20, 2013, at 12:00 p.m.** Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the bid as non-compliant.

Any changes in the specifications will be posted on the County website as an addendum. It shall be the proposer's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted. Website: [www.epcounty.com](http://www.epcounty.com); Bids and more.

A certified cashier's check, payable to the order of County of El Paso or a satisfactory Bid Bond in the amount equal to five percent (5%) of the total contract price, executed with a surety company authorized to do business in the State of Texas and must be included in the bid package.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The County of El Paso reserves the right to reject any or all Bids or to waive any technicalities in the bidding.

Bids may be held by the County of El Paso for a period not to exceed ninety (90) days, or such longer time as may be required by the funding agencies, from the date of the bid opening for the purpose of reviewing the for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

## **INSTRUCTIONS TO BIDDERS**

### **1. BID FORMS**

These Contract Documents include a complete set of bidding and contract forms, which are for the convenience of bidders.

### **2. INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to Friday, December 20, 2013 will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be faxed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint him/herself with the existing conditions there relating to construction and labor, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### **4. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

### **5. BIDS**

- a. All Bids must be submitted on forms supplied by the County of El Paso and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations; excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guarantee, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes

(outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", bid number, project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the Local Public Agency will award it to a responsible Bidder on the basis of the lowest bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

**6. BID GUARANTEE**

- a. The Bid must be accompanied by a Bid Guarantee, which shall not be less than 5 percent (5%), of the amount of the Bid. At the option of the Bidder, the guarantee may be a certified cashier's check or a bid bond in the form attached. A guarantee or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond. No Bid will be considered unless it is accompanied by the required guarantee. Certified cashier's check must be made payable to the order of El Paso County. Cash deposits will not be accepted.

The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of bids, whether forwarded by mail, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guarantee adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified cashier's checks or the amount thereof, Bid bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

**7. COLLUSIVE AGREEMENTS**

- a. Each Bidder submitting a Bid to a Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval in a notarized affidavit.

**8. CONTRACT PRICE QUOTES**

A lump sum quote must be submitted. However, for changing quantities of work items from those indicated by the contract drawings, a breakdown of the lump sum quote into unit prices shall also be provided. These unit prices shall include all labor, materials,

bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Any changes shall be processed in accordance with the GENERAL CONDITIONS. The net monetary values of such additive and subtractive changes, if any, shall not increase or decrease the original contract price by more than twenty-five (25%), except for work not covered in the drawings and technical specifications as provided.

**9. CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

**10. TIME FOR RECEIVING BIDS**

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered under any circumstances.

**11. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the County will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any technicalities therein. Bidders and other persons properly interested may be present, in person or by representative.

**12. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening. The bid guarantee of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

**13. AWARD OF CONTRACT: REJECTION OF BIDS**

a. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The County, however, reserves the right to reject any and all Bids and to waive any technicality in Bids received whenever such rejection or waiver is in its interest.

b. The County reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.



14. **EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS**

- a. Subsequent to the award within thirty (30) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the County an Agreement in the form included in the Contract Documents in such number of copies as the County may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) days, furnish two (2) surety bonds, each in a penal sum of 100% of the amount of the Contract. A **Performance Bond** shall serve as security for the faithful performance of the Contract. A **Payment Bond** shall serve as surety for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a surety company listed in the latest issue of the U.S. Treasury Circular 570 and such surety must be authorized to do business in Texas in accordance with the provisions of Article 5160, V. A.T. S. The penal sums shall be within the maximum specified for such company in said Circular 570.
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

15. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**CONTRACT AGREEMENT**

WITNESSETH, that the Contractor and Local Public Agency for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, namely, as described in the BASE BID, and required supplemental work for the Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse, all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated \_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_, all as prepared by \_\_\_\_\_ acting and in these Contract Documents Preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price** The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the Contract price stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

**ARTICLE 3. CONTRACT.** The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Technical Specifications
- h. Drawings (as listed in the Schedule of Drawings)
- i. Prevailing wage rates

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in 4 original copies on the day and year first above written.

\_\_\_\_\_ By  
\_\_\_\_\_ Title

\_\_\_\_\_ By  
\_\_\_\_\_ Title

**BID FORM (LUMP SUM CONTRACT)**

Place County of El Paso Purchasing Department

Date \_\_\_\_\_

Project No. 13-069

Bid of \_\_\_\_\_ (hereinafter called Bidder), a corporation organized under the laws of the State of \_\_\_\_\_/a partnership/an individual doing business as \_\_\_\_\_ (strike out inapplicable references).

To the County of El Paso (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse that consists of the following:

The project consists of but is not limited to the following:

**Provide new work to complete construction and installation of the Lady Liberty Pedestal for the El Paso County Courthouse as shown on plans and specifications.**

**The work included but is not limited to the following accordance with plans and specifications including General & Special Conditions:**

- a. Light gage metal studs, backer board, limestone facing and other accessories and finishes, as required.**
- b. Installing the Lady Justice Statue as shown on drawings**

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies: and to construct the project in accordance with the Contract Documents within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following addenda:

Date  
 \_\_\_\_\_  
 \_\_\_\_\_

Addendum Number  
 \_\_\_\_\_  
 \_\_\_\_\_

BASE BID:

Bidder agrees to perform construction and installation of the Lady Liberty Pedestal for the El Paso County Courthouse as shown on plans and specifications.

The work included but is not limited to the following accordance with plans and specifications including General & Special Conditions:

- a. Light gage metal studs, backer board, limestone facing and other accessories and finishes, as required.
- b. Installing the Lady Justice Statue as shown on drawings

for the sum of(\$\_\_\_\_\_ ) \_\_\_\_\_  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

**Please do not include tax, as the County is tax exempt. The County will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) duplicate copies of you bid response. Your CD copies must reflect your original hard copy.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
DUNNS Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone Number include area code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number include area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**UNIT PRICES**

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the GENERAL CONDITIONS.

The bid security attached in the sum of \_\_\_\_\_ (\_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By \_\_\_\_\_

\_\_\_\_\_ TITLE

\_\_\_\_\_ ADDRESS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as PRINCIPAL, AND \_\_\_\_\_, as SURETY are held and firmly bound unto hereinafter called the "Local Public Agency", in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), lawful money of the United States, for the payment for which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_, for Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period by specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of, 200\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(Forms of Bid Bonds prepared to meet the requirements of Local or State Laws or the needs of the Local Public Agency should be substituted for this form where necessary.)

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Countersigned By: \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

Power-of-Attorney for person signing for the surety company must be attached to bond.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the, \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_ Title



# PAYMENT BOND

\_\_\_\_\_, as surety ("Surety"),  
*(Insert Proper Name of Surety)*

and \_\_\_\_\_  
*(Insert Proper Name of Contractor)*

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind  
themselves in favor of \_\_\_\_\_,  
*(Insert Proper Name of Owner)*

as obligee ("Owner") in the penal sum of \$ \_\_\_\_\_,  
*(Insert Penal Sum)*

as of the \_\_\_\_\_.  
*(Insert Date of Construction Contract)*

WHEREAS, the Contractor has executed a contract with the Owner of even date  
herewith ("Construction Contract") for construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with the Construction Contract performance;

2.

For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:

(A) a direct contract with the Contractor; or

(B) a direct contract with a subcontractor of the Contractor; or

(C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.

3.

The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:

(A) ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,

(B) the period of time provided by the jurisdiction wherein the Project is located for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner; stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.

5.

Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:

(A) making payment of all sums not in dispute; and,

(B) stating the basis for disputing any sums not paid.

6.

No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.

7.

Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

CONTRACTOR:

SURETY:

\_\_\_\_\_  
SEAL  
(INSERT PROPER NAME OF CONTRACTOR)

\_\_\_\_\_  
SEAL  
(INSERT PROPER NAME OF SURETY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

# PERFORMANCE BOND

\_\_\_\_\_ as ("Surety"),  
*(Insert Proper Name of Surety)*

and \_\_\_\_\_  
*(Insert Proper Name of Contractor)*

as principal (Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of

\_\_\_\_\_,  
*(Insert Proper Name of Owner)*

as obligee ("Owner"), in the penal sum of \$ \_\_\_\_\_,  
*(Insert Penal Sum)*

as of the \_\_\_\_\_  
*(Insert Date of Construction Contract)*

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Construction Contract") for construction of \_\_\_\_\_

\_\_\_\_\_  
*(Insert Description and Location of the Construction Project)*

and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

2.

If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or bids from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or bids upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or bid and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.

6.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

OWNER:

9.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
SEAL  
(INSERT PROPER NAME OF CONTRACTOR)

\_\_\_\_\_  
SEAL  
(INSERT PROPER NAME OF SURETY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

\_\_\_\_\_  
(OFFICE OR TITLE OF PERSON SIGNING)

**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of Texas

County of El Paso

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Contractor";
- (2) He is fully informed respecting the preparation and contents submitted \_\_\_\_\_, the Contractor for certain work in connection with the County of El Paso Contract pertaining to the Project in El Paso County, Texas;
- (3) This bid is genuine and is not a collusive or sham bid.
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Contractor's Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of El Paso or any person interested in the proposed Contract: and
- (5) The prices quoted in the Contractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_, 20\_\_

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of Texas                   (

(

County of El Paso

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";
- (6) He is fully informed respecting the preparation and contents of the Subcontractor's Bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the County of El Paso Contract pertaining to the Project in El Paso County, Texas;
- (7) Such Subcontractor's Bid is genuine and is not a collusive or sham bid.
- (8) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of El Paso or any person interested in the proposed Contract: and
- (9) The prices quoted in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_, 200\_\_

**ORDER OF THE COMMISSIONERS COURT  
OF EL PASO COUNTY REGARDING  
APPRENTICESHIP PROGRAM REQUIREMENTS**

**Whereas**, the County of El Paso supports the adoption of an apprenticeship program for all county building construction projects and desires the inclusion of language mandating participation in apprenticeship programs certified by the U.S. Department of Labor (DOL) in all County building construction contracts; and

**Whereas**, the purpose of the apprenticeship program is to require that only journeymen and apprentices registered in an apprentice program certified by DOL perform work on County building construction projects in order to ensure both quality construction work as well as provide training opportunities; and

**Whereas**, a DOL certified apprenticeship program requirement for local building construction projects is consistent with the state prevailing wage rate law pursuant to Chapter 2258, Texas Government Code.

**NOW THEREFORE BE IT RESOLVED**, that the County of El Paso adopts the EL Paso County Apprenticeship Program requiring the following of all building contractors and their subcontractors on County Building Construction Projects:

1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations;
2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
3. may not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;
4. must pay wage rates and benefits package for apprentices as determined by apprenticeship program/DOL;
5. must comply with DOL requirements for the ration of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

**BE IT FUTHER RESOLVED** that the County Purchasing Agent is hereby directed to include notice of the County apprenticeship requirements in all specifications for bids on building construction projects.



## APPRENTICESHIP PROGRAM PROCEDURES

1. All bids or bids must comply with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program requirements adopting May 17, 1999.
2. A copy of the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program requirements adopted May 17, 1999 is attached hereto as Attachment I.
3. In preparing bids, the bidder should use only those job classifications listed on the attached prevailing wage rate schedules, and should base its bid on wage rates no less than those set forth on the schedules. In the event the bidder determines that it will utilize classes of workers for which no wage rate has been determined the bidder shall inform the Purchasing Agent prior to the deadline for submission of bids, who shall consult with the County Public Works Director to determine whether the bid may be based on any of the job classifications for which a rate has been set, or whether the County will need to determine a new prevailing wage rate for the classification at issue. In the event the County makes a prevailing wage rate determination for such classification, all bidders will be given notice and an opportunity to revise their bids based on the new prevailing wage rate determination. With respect to apprentices, trainees or helpers, the bidder may utilize only registered apprentices enrolled in a DOL certified apprenticeship program and shall pay wages as determined by the apprenticeship program based on the individual apprentice's experience and skill level.
4. Pursuant to Tex. Gov't Code Ann. §§2258.001-2258.058 (Vernon 1999 Pamphlet), the Commissioners Court for El Paso County, Texas has duly adopted prevailing wage rates for Highway/Heavy Construction on March 4, 1996, and for Building Construction Trades on March 14, 1996 and September 16, 1996. Said prevailing wage rates are attached hereto and incorporated herein by reference.
5. Pursuant to Tex. Gov't Code Ann. §2258.023 (Vernon 1999 Pamphlet), each contractor who is awarded a public works contract by the County of El Paso, or a subcontractor of the contractor, shall pay each worker employed on a public work not less than the general prevailing wage rate for each craft or type of worker as determined by the Commissioners Court of El Paso County.
6. Pursuant to Tex. Gov't Code Ann. §2258.023 (Vernon 1999 Pamphlet), a contractor or subcontractor who violates §2258.023 shall pay the County of EL Paso the sum of \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wages stipulated in the contract, and the contract between the County and the contractor shall set forth this penalty provision.
7. In preparing bids, the bidder should use only those job classifications listed on the attached prevailing wage rate schedules, and should base its bid on wage rates no less than those set forth on the schedules. In the event the bidder determines that it will utilize classes of workers for which no wage rate has been determined the bidder shall inform the Purchasing Agent prior to the deadline for submission of bids, who shall consult with the County Director of Public Works to determine whether the bid may be based on any of the job classifications for which a rate has been set, or the classification at issue. In the event the County makes a prevailing wage rate determination for such classifications, all bidders will be given notice and an opportunity to revise their bids based on the new prevailing wage rate determination.

**COUNTY OF EL PASO, TEXAS**  
**Building Construction Trades**  
**Wage Rates 2008**



<b>CLASSIFICATION</b>	<b>BASE WAGE PER HOUR</b>	<b>TOTAL FRINGES PER HOUR</b>	<b>HOURLY PREVAILING WAGE RATE</b>	<b>PER DIEM WAGE RATE</b>
Automatic Fire Sprinkler Fitter, Certified	25.30	13.30	38.60	308.80
Brick Masons and Block Masons	17.84	-	17.84	142.72
Carpenters – Acoustical Ceiling	12.00	0.50	12.50	100.00
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	17.78	-	17.78	142.24
Caulker / Sealers	10.00	-	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.00	0.50	12.50	100.0
Drywall Finishers & Tapers	12.00	0.50	12.50	100.0
Electrician	19.09	6.45	25.54	204.32
Electronic Technician	18.43	1.01	19.44	155.52
Elevator Installers and Repairers	31.35	15.10	46.45	371.6
Floor Layers–Carpet & Resilient	11.50	-	11.50	92.00
Floor Layers – Specialty	11.50	-	11.50	92.00
Floor Layers – Wood	11.50	-	11.50	92.00
Fork Lift Operator	9.37	-	9.37	74.96
Glaziers	10.00	-	10.00	80.00
Hazardous Materials Removal	10.00	-	10.00	80.00
HVAC & Refrigeration Mechanics	22.00	-	22.00	176.00
Insulation Workers – Mechanical	10.00	-	10.00	80.00
Irrigator, Certified	14.92	-	14.92	119.36
Laborer, Common	8.00	0.50	8.50	68.00
Laborer, Skilled	9.00	0.50	9.50	76.00
Manlift Operator	12.13	-	12.13	97.04

<b>CLASSIFICATION</b>	<b>BASE WAGE PER HOUR</b>	<b>TOTAL FRINGES PER HOUR</b>	<b>HOURLY PREVAILING WAGE RATE</b>	<b>PER DIEM WAGE RATE</b>
Masons, Cement Finishers	11.91	-	11.91	95.28
Mason, Rock and Stone	9.00	-	9.00	72.00
Painters	10.00	0.50	10.50	84.00
Paper Hanger	10.00	0.50	10.50	84.00
Pipelayers	15.00	-	15.00	120.00
Pipe Fitters and Steamfitters	20.50	7.98	28.48	227.84
Plaster and Stucco Applicator	13.00	0.50	13.50	108.00
Plumbers, Certified Medical Gas Installer	20.50	7.95	28.45	227.6
Reinforcing Iron and Rebar	11.50	-	11.50	92.00
Roofers	10.50	-	10.50	84.00
Sheet Metal Workers	15.00	12.16	27.16	217.28
Structural Iron & Steel Workers, Metal Building Erectors	10.59	-	10.59	84.72
Tile and Marble Setters	12.00	-	12.00	96.00
Truck Drivers, Heavy & Tractor-Trailer	14.69	-	14.69	117.52
Truck Drivers, Light < 26,000	9.00	-	9.00	72.00

**All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.**

**COUNTY OF EL PASO, TEXAS**  
**Paving and Street Construction, Dirt Work,**  
**Heavy Construction, Pipeline Work, Highway**  
**Wage Rates 2008**



CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.50	-	12.50	100.00
Asphalt Paving Machine Operator	11.41	-	11.41	91.28
Asphalt Raker	10.00	-	10.00	80.00
Backhoe Operator	11.50	-	11.50	92.00
Bulldozer Operator	10.22	-	10.22	81.76
Concrete Finisher (Paving and Structures)	10.50	-	10.50	84.00
Concrete Paving Finishing Machine	14.00	-	14.00	112.00
Crane Operator	12.07	-	12.07	96.56
Electrician	19.76	6.19	25.95	207.60
Excavator Operator	16.10	-	16.10	128.80
Form Builder/Setter	12.21	0.95	13.16	105.28
Form Setter (Paving and Curb)	12.00	-	12.00	96.00
Front End Loader	11.00	-	11.00	88.00
Laborer (Common)	8.25	-	8.25	66.00
Laborer (Skilled)	9.72	-	9.72	77.76
Mechanic	14.00	-	14.00	112.00
Motor Grader Operator, Fine Grade	16.00	-	16.00	128.00

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Pipe Layer	9.83	-	9.83	78.64
Reinforcing Steel Setter (Paving)	11.75	-	11.75	94.00
Rock Mason	9.00	-	9.00	72.00
Servicer	12.00	-	12.00	96.00
Traveling Mixer Operator	10.00	-	10.00	80.00
Truck Driver under 26,000 pounds	9.50	-	9.50	76.00
Truck Driver over 26,000 pounds	12.00	-	12.00	96.00
Tunneling Machine Operator, Heavy	13.61	-	13.61	108.88
Utility Operator Grade 1	15.00	-	15.00	120.00
Utility Operator Grade 2	10.00	-	10.00	80.00
Welder, Certified	12.06	-	12.08	96.84

**All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.**

**EL PASO COUNTY: Building Definitions – 2008**

<b>1</b>	<b>Automatic Fire Sprinkler Fitter, Certified</b>	Assembles, installs and repairs pipes, fittings, and fixtures for sprinkler systems for fire prevention. Locates <i>and</i> marks position of pipe and pipe connections and passage holes for pipes in ceilings. Cuts openings to accommodate fixtures. Assembles and tests lines <i>and</i> fittings. Performs other related duties.
<b>2</b>	<b>Brickmasons and Blockmasons</b>	Lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct or repair walls, partitions, arches, sewers, and other structures. Exclude "Stonemasons". Classify installers of mortarless segmental concrete masonry wall units in "Landscaping and Grounds-keeping Workers".
<b>3</b>	<b>Carpenters – Acoustical Ceiling Installation</b>	Construct, erect, install, or repair the structure for acoustical ceiling tile.
<b>4</b>	<b>Carpenter – Rough</b>	Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.
<b>5</b>	<b>Carpenter – All Other Work</b>	Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – Cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work, and structural framing.
<b>6</b>	<b>Caulker / Sealers</b>	Applies water proofing agents or caulk to a variety of structures and materials
<b>7</b>	<b>Door &amp; Hardware Specialist</b>	Installs doors, hardware and accessories.
<b>8</b>	<b>Drywall and Ceiling Tile Installers</b>	Apply plasterboard or other wallboard to ceilings or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters", and "Tile and Marble Setters".
<b>9</b>	<b>Drywall Finishers &amp; Tapers</b>	Seal joints between plasterboard or other wallboard to prepare wall surface for painting or papering.
<b>10</b>	<b>Electrician</b>	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems.
<b>11</b>	<b>Electronic Technician</b>	Set-up, rearrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
<b>12</b>	<b>Elevator Installers and Repairers</b>	Assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, or dumbwaiters.

13	Fence Erectors - Include with skilled labor	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock & stone fences.
14	Floor Layers – Carpet and Resilient	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and PCP. Exclude wood floors and specialty floors.
15	Floor Layers - Specialty	Prepares surface, installs and finishes specialty floor material such as that found in a gymnasium.
16	Floor Layers - Wood	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish.
17	Fork Lift Operator	Person certified to operate a fork lift. (Industrial Forklift Operator is in Group 2 in the Heavy Schedule).
18	Glaziers	Install glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops.
19	Hazardous Materials Removal Workers	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, etc. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks. Includes mold.
20	Heating, Air Conditioning and Refrigeration Mechanics	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, and heating stoves. (Installation is performed by sheet metal worker). Includes HVAC mechanic.
21	Insulation Workers - Floor, Ceiling, and Wall - Include with trade	Line and cover structures with insulating materials. May work with batt, roll, or blown insulation materials.
22	Insulation Workers – Mechanical	Apply insulating materials to pipes or ductwork, or other mechanical systems in order to help control temperature.
23	Irrigator, Certified	Certified to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
24	Laborer, Common	A general term used on construction work covering many unskilled occupations. Performs unskilled manual duties in all phases of construction. May use tools and other necessary equipment. Does not ordinarily perform work permitting exercise of independent judgment.
25	Laborer, Skilled	Performs manual duties in all phases of construction. May use simple tools and other necessary equipment. May assist other workers by performing a variety of duties such as furnishing materials tools and supplies and holding materials or tools during installation. May work on different phases or areas of a project or with different crafts. Is often transferred from job to job. May direct the work of the common laborer. Has the ability to work without close supervision. Degree of independent judgment required varies with the task performed. Includes tenders and hod carriers.
26	Landscaping and Grounds-keeping Workers – include with Common Labor	Landscape or maintain grounds of property using hand or power tools or equipment. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler installation, and installation of mortarless segmental concrete masonry wall units.

Created on 5/11/2008

2008 Building Definitions

27	Lather	Installs light iron and metal furring such as rods, channels, and other bars or systems to which metal lath, rock lath, or other materials used as a substitute for lath are to be attached. Installs metal lath, rock lath, and other materials used as a substitute for lath. Installs metal plastering accessories such as corner beads, door and window casing beads, metal picture mold, chair rails, and other metals plastering accessories which are covered and/or serve as ground or guard.
28	Locksmith	Self explanatory.
29	Manlift Operator	Self-explanatory
30	Masons, Cement and Concrete Finishers	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete masonry wall units in "Landscaping and Grounds keeping Workers".
31	Mason, Rock	Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls. cutting or placing of rock in mortar or other similar material.
32	Mason, Stone	Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, etc., using stone, marble, granite, slate and artificial stone. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair stone retaining wall, cutting or placing of stone in mortar or other similar material.
33	Mechanic	Maintains and repairs construction tools and equipment.
34	Medical Gas Installer, Certified	Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
35	Metal Building Erector	Assembles prefabricated metal buildings according to blueprint specification, using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Bolts sheet metal panels to framework. Reads blueprint to determine location of items, such as doors, windows, ventilators, and skylights and installs items, using cutting torch, wrenches, and power drill. Trims excess sheet metal, using cutting torch, power saw, and tin snips.
36	Millwright	Self-explanatory.
37	Painters - Building	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
38	Paper Hanger	Measures, cuts, and hangs wallpaper.
39	Pipelayers	Lay pipe for storm or sanitation sewers, drains, and water mains. Perform any combination of the following tasks: grade trenches or culverts, position pipe, or seal joints.
40	Pipe Fitters and Steamfitters	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings. Includes persons, not certified, who install fire sprinklers.

Created on 5/11/2008

2008 Building Definitions



41	Plaster and Stucco Applicator	Apply interior or exterior plaster, cement, stucco, or similar materials. May also set ornamental plaster. Applies interior and exterior plastering of stone imitation or any patented materials when cast. Applies acoustical plaster or materials used as substitutes for acoustical plaster, as well as the preparatory pointing and taping of drywall surfaces to receive these finishes. Applies scratch and brown coats on walls and ceilings where tile, mosaic or terrazzo is to be applied. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding. Installs metal corner beads when stuck by using plastic materials.
42	Plumbers	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems.
43	Reinforcing Iron and Rebar Workers	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools. Include rod busters.
44	Roofers	Cover roofs of structures with shingles, slate, asphalt, aluminum, wood, and related materials. May spray roofs, sidings, and was with material to bind, seal, insulate, or soundproof sections of structures. Includes metal and membrane roofs.
45	Sheet Metal Workers	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, control boxes, drainpipes, and furnace casings. Work may involve any of the following: setting up and operating fabricating machines to cut, bend, and straighten sheet metal; shaping metal over anvils, blocks, or forms using hammer; operating soldering and welding equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes.
46	Structural Iron and Steel Workers	Raise, place, and unite iron or steel girders, columns, and other structural members to form completed structures or structural frameworks. May erect metal storage tanks and assemble prefabricated metal buildings. Exclude "Reinforcing Iron and Rebar Workers".
47	Tile and Marble Setters	Apply hard tile and marble to walls, floors, ceilings, and roof decks. Includes Terrazzo.
48	Truck Drivers, Heavy and Tractor-Trailer (Greater than 26,000 GVW)	Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 GVW, to transport and deliver goods, livestock, or materials in liquid, loose, or packaged form. May be required to unload truck. May require use of automated routing equipment. Requires commercial drivers' license.
49	53-3033.00 - Truck Drivers, Light or (Under 26,000 GVW)	Drive a truck or van with a capacity of under 26,000 GVW, primarily to deliver or pick up merchandise or to deliver packages within a specified area. May require use of automatic routing or location software. May load and unload truck. Exclude "Couriers and Messengers".

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.

**EI PASO COUNTY: HEAVY / HIGHWAY DEFINITIONS -2008**

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise services and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator	Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots. Performs other related duties.
4	Backhoe Operator	Operates a rubber tired machine mounted with a bucket and excavator used for ditching moving material or earth and other task. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Bulldozer Operator	Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease or otherwise service and make minor repairs to equipment as needed. Performs other related duties.
6	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final grade and contour with the use of straight edges and steel trowels. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
7	Concrete Paving Finishing Machine	Operates self propelled machine(s) which may or may not travel on paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.
8	Concrete\Guniting Pump Operator – include with Skilled Labor	Operates a pumping machine that pumps fresh concrete, guniting or grout. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
9	Crane Operator	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
10	Electrician	Plans and directs the layout of metal electrical conduit, installs wiring systems, switch-panels, buss bars, works on overhead distribution systems and underground distribution systems. Performs other related duties.

Created on 6/26/2008

11	Excavator Operator	Operates a crawler or rubber tired machine mounted with an excavator bucket. Used for excavating ditches, structures and mass excavations, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
12	Fence Erector – include with Skilled Labor	Builds any type of fence except rock. Includes, but is not limited to, chain link, t-bar and barbwire.
13	Flagger – include with Skilled Labor	Physically directs traffic in or around a construction site, May use signs or devices to direct traffic. May help assemble, position, and clean devices or equipment. Certification required.
14	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement of concrete paving and curbs. Works with survey crew to set stringline for paving, curb and getter and curb. Performs other related duties. Includes batterboard setter.
16	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
17	Instrument Person – include with Skilled Labor	Sets up, adjusts and operates surveying instruments, including GPS and total station. Works from plans to establish lines points and grades for construction purposes, keeps notes and records of data. Computes cross sections of work performed for cost or payment purposes. Directs Rod or Chain person (skilled labor) and is responsible for accuracy of this field engineering work. Performs other related duties.
18	Laborer (Common)	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing settle, cures newly poured concrete, helps lower pipe in ditch for pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties.

Created on 6/26/2008

19	Laborer (Skilled)	Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from an apprentice assigned to a specific craft. Includes but is not limited to pipelayer, tools, utility, air tool operator, asphalt heaterman, concrete paving form grader, concrete paving float, concrete paving spreader, and rod or chain for surveyor, fuelman, oiler or swamper (on trenching machine or shovel-type equipment), stabber. Performs other related duties.
20	Mechanic	Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. He may perform the duties of a welder in repair of equipment. Performs other related duties.
21	Motor Grader Operator, Fine Grade	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
22	Painter – include with Skilled Labor	Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.
23	Pavement Marking Machine Operator–include with Skilled Labor	Operates machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
24	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
25	Reinforcing Steel Setter (Paving)	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker apprentice or common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other duties.
26	Reinforcing Steel Setter (Structure)	Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.
27	Rock Mason	Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls. cutting or placing of rock in mortar or other similar material.

28	Serviceicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
29	Slipform Machine Operator	Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.
30	Traveling Mixer Operator	Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement or other stabilizing materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
31	Truck Driver under 26,000 pounds	Includes A-Frame, Gin pole, Tandem Float (4 & 5 axle), rubber-tired tractor, fork lift, winch truck, track truck equipment, stringing truck, single axle float (3 axle), flat bed truck (3 axle) dump truck (3 axle), skid truck (3 axle), hot pass (2 axle), Flat bed truck (2 axle), pickup, bus jeep, station wagon, swamp buggy or similar type equipment., stringer bead & hot pass (2 axle, flat bed truck (2 axle), dump truck (2 axle), skid truck 2 axle), and water truck (2 axle).
32	Truck Driver over 26,000 pounds	Includes truck mechanics, lowboy, rollagon or similar type equipment.
33	Tunneling Machine Operator, Heavy	Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways.
34	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Group 2), operator on dredges, cleaning machine, coating machine, back filler, blending machine, wate-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and pile driver.
35	Utility Operator Grade 2	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment, scraper, staking machine, plant mix pavement, roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, small slipform machine, milling machine, self propelled hammer, trenching machine, directional drill, chip spreader, trenching, screening plant joint sealer and concrete saw.
36	Welder, Certified	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties. Includes pipe work that must be performed by a certified welder.
37	Work Zone Barricade Serviceicer – include with Common Labor	Fabricates erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

Created on 6/26/2008

## BUILDING CONSTRUCTION TRADES

Classification	EPCHD 11/13/01	EI Paso County Prevailing Wage Rate 8/11/04	El Paso County PWR Per Hr. 5/12/08	Davis Bacon 2008
Asbestos/Abatement	10.00	10.00	10.00	
Air Conditioning Mechanic	11.50	13.50	22.00	
Bricklayer	17.84	17.84	17.84	
Acoustical Ceiling Installer	17.84	17.87	12.50	10.45
Carpenter - Rough			14.71	10.79
Carpenter- All other, Millwright				
Carpenter	17.87	17.87		
Caulker (Sealant)			10.00	10.00
Cement Mason/ Concrete Finisher	10.50	10.50	11.91	11.91
Drywall Installer		19.49	12.50	
Drywall Finishers & Tapers		10.50	12.50	8.78
Electrician	19.44	21.27	25.54	24.04
Electronic Technician	19.44	9.00	19.44	
Elevator Constructor	20.24	33.34	46.45	
Floor Layer - Resilient & Carpet	11.00	11.00	11.50	12.87
Forklift Operator			9.37	
Glazier	11.50	10.82	10.00	
Insulators			10.00	10.00
Ironworker- Reinforcing/Structural	10.25	10.25	10.59	8.83/10.59
Irrigator, Certified	18.15	14.50	8.50	
Laborer, Skilled	11.02	15.18	9.50	
Laborer, Common	8.88	8.88	8.50	7.95
Manlift			12.13	

<b>Millwright</b>	<b>22.01</b>	<b>17.87</b>	<b>17.48</b>	
<b>Operating Engineer- Crane</b>	<b>17.85</b>	<b>17.85</b>		
<b>Operating Engineer- Heavy Equip</b>	<b>16.03</b>	<b>16.03</b>		
<b>Operating Engineer- Med. Equip</b>	<b>15.58</b>	<b>15.58</b>		
<b>Operating Engineer- Light Equip</b>	<b>7.50</b>	<b>8.50</b>		
<b>Painter</b>	<b>8.50</b>	<b>8.00</b>	<b>10.50</b>	<b>9.17</b>
<b>Paper Hanger</b>			<b>10.50</b>	
<b>Plasterer</b>	<b>14.44</b>	<b>11.00</b>	<b>13.50</b>	<b>10.86</b>
<b>Plumber</b>				
<b>Pipefitters (heavy 2008= 43.94)</b>				
<b>Plumber &amp; Pipefitter (no HVAC work)</b>	<b>18.15</b>	<b>14.50</b>		
<b>Reinforcing Steel Setter</b>		<b>15.37</b>	<b>11.50</b>	<b>8.83</b>
<b>Roofer</b>	<b>9.75</b>	<b>9.00</b>	<b>10.50</b>	
<b>Rock Mason</b>	<b>8.00</b>		<b>9.00</b>	
<b>Sheet Metal Worker-all other work (not HVAC)</b>	<b>9.00</b>	<b>14.00</b>	<b>27.16</b>	<b>11.23</b>
<b>Sprinkler Fitter</b>	<b>12.85</b>	<b>13.00</b>	<b>38.60</b>	<b>38.60</b>
<b>Tile Setter &amp; Terrazo Worker</b>	<b>17.84</b>	<b>9.50</b>	<b>12.00</b>	<b>12.02</b>
<b>Tile &amp; Marble Finisher</b>	<b>11.91</b>			<b>8.01</b>
<b>Truck Driver – Light</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>Truck Driver – Heavy (over 2,600 #)</b>	<b>9.50</b>	<b>8.00</b>	<b>14.69</b>	
<b>Caulker (Sealant)</b>	<b>9.50</b>	<b>9.50</b>	<b>10.00</b>	
<b>Concrete Saw Cutter</b>	<b>9.50</b>			
<b>Mechanic</b>	<b>9.25</b>		<b>14.00</b>	

5/12/2008

I:Cases/HO-Opinions/2000/Compare 2008 w Hosp & County 2004 rates

## Heavy Construction

Classification	EPCHD 11/13/01	EI Paso County Prevailing Wage Rate 8/11/04	El Paso County PWR Per Hr. 5/12/08	Davis Bacon 2008
Asphalt Distributor Operator		12.00	12.50	8.53
Asphalt Paving Machine Operator		8.91	11.41	11.41
Asphalt Raker		9.00	10.00	8.74
Backhoe Operator			11.50	11.57
Bull dozer Operator			10.22	10.22
Carpenter		8.75		9.78
Concrete Finisher - Paving		8.00	10.50	9.30
Concrete Finisher - Structure		9.40	10.50	9.60
Crane Operator			12.07	11.12
Electrician		17.52	25.95	17.01
Excavator Operator			16.10	
Form Builder/Setter			13.16	9.22
Form Setter- Paving and Curb		8.90	12.00	9.22
Front End Loader			11.00	9.38
Heavy Equipment Operator		9.00		
Ironworker- Structural		10.50		
Laborer - Common		7.00	8.25	8.00
Laborer - Skilled		7.39	9.72	9.58
Light Equipment Operator		7.68		
Mechanic		12.75	14.00	12.02
Medium Equipment Operator		10.06		
Motor Grader Operator			16.00	15.00
Pipe Layer		8.50	9.83	9.83
Reinforcing Steel Setter		10.00	11.75	9.68
Servicer		10.00	12.00	9.88
Traveling Mixer Operator			10.00	
Truck Driver – Heavy over 26, 000		8.00	12.00	9.56
Truck Driver- Light			9.50	9.56
Tunnel Machine Operator- Heavy			13.61	1361
Utility Operator Grade 1			15.00	29.00
Utility Operator Grade 2			10.00	22.34
Welder, Certified			12.06	11.56

\*Note: Wage rates include benefits.



# **FIXED PRICE CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is made and entered into by and between El Paso County, Texas, a political subdivision of the State of Texas (the "Owner") and \_\_\_\_\_, a Texas corporation (the "Contractor"). This Contract is executed under seal, and shall be effective on the date executed by the last party to execute it.

This Contract is for the construction of a project identified as \_\_\_\_\_(the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

## **1. DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the plans and specifications for the Project identified thereon as such, plus the following (if any): \_\_\_\_\_; all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph 1 do not, and shall not, form any part of this Contract.

## **2. REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- (A) The Contractor is fully qualified to acts as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

## **3. INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents;
- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction

industry, according to its common and customary usage;

- (E) The words "include", "included", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- (G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make-up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and the Architect of any conflict, ambiguity, error or omission which the contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Architect of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construct, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;
- (H) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
  - a. As between figures given on plans and scaled measurements, the figures shall govern;
  - b. As between large-scale plans and small-scale plans, the large-scale plan shall govern;
  - c. As between plans and specifications, the requirements of the specifications shall govern;
  - d. As between this document and the plans or specifications, this document shall govern.

#### **4. OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT**

The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

#### **5. CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;
- (C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, fuel, or additional light, required for construction and all necessary building permits and other permits required for the construction of the Project;

- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

**6. TIME FOR CONTRACTOR'S PERFORMANCE**

- (A) The Contractor shall commence the performance of this Contract within \_\_\_ days of the execution of this Agreement and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before \_\_\_\_\_ from the date of commencement;
- (B) The contractor shall pay the Owner the sum of \_\_\_\_\_ (\$\_\_\_\_.00) per day for each and every calendar day of unexecuted delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;
- (C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;
- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

**7. FIXED PRICE AND CONTRACT PAYMENTS**

- (A) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_.00). The price set forth in this Subparagraph 7(A) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract;
- (B) Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Architect the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Architect or the Owner requests. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Architect and the Owner.
- (C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 7. On or before the \_\_\_\_\_ day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the \_\_\_\_\_ day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Architect or

Project Manager, the Owner, or both. Therein, the Contractor may request payment for ninety percent (95%) of that part of the Contract Price allocable to the Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount the previously payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Architect shall approve in writing the amount which, in the opinion of the Architect, is properly owing to the Contractor. The Owner shall make payment Payment Request. The amount of each such payment shall be the amount approved for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 7(f) herein below. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment requests and waivers and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

- (D) When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;
- (E) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
- (F) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
  - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  - (3) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be unexcusably delayed;

- (4) The Contractor's failure to use Contract funds, previously paid the Contract by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  - (5) Claims made, or likely to be made, against the Owner or its property;
  - (6) Loss caused by the Contractor;
  - (7) The Contractor's failure or refusal to perform any of its obligations to the Owner. In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 7(F), the Contractor shall promptly comply with such demand;
- (G)** If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date shall bear interest at the rate of one percent ( 1%) per month;
- (H)** When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Architect or Project Manager in writing and shall furnish to the Architect or Project Manager a listing of those matters yet to be finished. The Architect or Project Manager will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Architect or Project Manager will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Architect or Project Manager, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;
- (I)** When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will perform a final inspection of the Project. If the Architect confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Architect will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;
- (J)** If the Contractor fails to achieve final completion within \_\_\_\_\_ days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated

damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

- (K) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any, with a copy to the Architect:
- i. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
  - ii. If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;
  - iii. If applicable, consent(s) of surety to final payment;
  - iv. All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;
- (L) The Owner shall, subject to its rights set forth in Subparagraph 7(F) above, make final payment of all sums due the Contractor within fifteen (15) days of the Architect's execution of a final Approval for Payment.

## **8. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER**

- (A) If appropriate, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey;
- (B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor.
- (C) The Owner will provide the Contractor one copy of the complete Contract. The Contractor will be charged, and shall pay the Owner, a reasonable fee per additional copy of the Contract which it may require.

## **9. CEASE AND DESIST ORDER**

In the event the Contractor fails or refused to perform the work as required herein, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the cost of performing such work by the Owner. The rights set forth herein are in addition to, and without

prejudice to, any other rights or remedies the Owner may have against the Contractor.

**10. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- (A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 3(G) which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Architect and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;
- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;
- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 10(F) as though such individual had been listed above;

- (G) The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Architect, and comply with, the Contractor's schedule for completing work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Architect. Strict compliance with the requirements of this Subparagraph 10(G) shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;

- (H) The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;
- (I) Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Architect. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Architect or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Architect shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Architect;
- (J) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- (K) At all times relevant to this Contract, the Contract shall permit the Owner and the Architect to enter upon the Project site and to review or inspect the work without formality or other procedure.

## 11. INDEMNITY

The Contractor shall indemnify and hold the Owner harmless from any and all claims liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney's fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use resulting there from, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

## 12. THE PROJECT ARCHITECT

The architect for this project is \_\_\_\_\_ (the "Architect"). In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement architect and the role of the replacement architect shall be the same as the role of the Architect. Unless otherwise directed by the Owner in writing, the Architect will perform those duties and discharge those responsibilities allocated to the Architect in this Contract. The duties, obligations and responsibilities of the Architect shall include, but are not limited to, the following:

- (A) Unless otherwise directed by the Owner in writing, the Architect shall act as the Owner's agent from the effective date of this Contract until final payment has been made, to the extent expressly set forth in this Contract;
- (B) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect;
- (C) When requested by the Contractor in writing the Architect shall render interpretations necessary for the proper execution or progress of the work;
- (D) The Architect shall draft proposed Change Orders;
- (E) The Architect shall approve, or respond otherwise as necessary concerning shop drawings or other



submittals received from the Contractor;

- (F) The Architect shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Architect deems it appropriate, the Architect shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;
- (G) The Architect shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Architect, are properly owing to the Contractor as provided in this Contract;
- (H) The Architect shall, upon written request from the Contractor, perform those inspections required in Paragraph 7 hereinabove;
- (I) The Architect shall be authorized to require the Contractor to make changes which do not involve a change in the Contract Price or in the time for the Contractor's performance of this contract consistent with the intent of this Contract;
- (J) THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ARCHITECT. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE ARCHITECT. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ARCHITECT TO THE OWNER.

### **13. CLAIMS BY THE CONTRACTOR**

Claims by the contractor against the Owner are subject to the following terms and conditions:

- (A) All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Architect. Such claim shall be received by the Owner and the Architect no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;
- (B) The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subparagraph 13(C) shall constitute a waiver by the contractor of any rights arising out of or relating to such concealed and unknown condition;
- (D) In the event the contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;

- (E) In connection with any claim by the Contractor against the Owner for compensation in excess of the contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction;
- (F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner behalf, or by Owner-authorized Change Orders, unusually bad weather not capable of being reasonably anticipated, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Architect. A task is critical within the meaning of this Subparagraph 13(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above. If the Contractor fails to make such claim as required in this Subparagraph 13(F), any claim for an extension of time shall be waived.

#### **14. SUBCONTRACTORS**

Upon execution of this Contract, the Contractor shall identify to the Owner and the Architect, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Contractor against the Contractor herein, including those rights of Contract termination as set forth herein below.

#### **15. CHANGE ORDERS**

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order shall mean a written order to the Contractor executed by the Owner and the Architect after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- (B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
  - (1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or
  - (2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual cost incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job-site overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.
- (C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the

Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matter relating to or arising out of or resulting from the work included within or affected by the executed Change Order;

- (D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Architect, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **16. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Architect, such work shall be uncovered and displayed for the Owner's or Architect's inspection upon request, and shall be reworked at no cost in time or money to the Owner;
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 16(A) above, it shall, if directed by the Owner or the Architect, be uncovered and displayed for the Owner or Architect's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Architect as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner;
- (E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

## **17. TERMINATION BY THE CONTRACTOR**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the contractor may terminate performance under this Contract by written notice to the Owner and the Architect. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 19(A) hereunder.

## **18. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

- (A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to \_\_\_\_\_ calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

(B) In the event the Owner directs a suspension of performance under this Paragraph 18, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (1) demobilization and remobilization, including such costs paid to subcontractors;
- (2) preserving and protecting work in place;
- (3) storage of materials or equipment purchased for the Project, including insurance thereon;
- (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

## 19. TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

(A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the contractor to assign the contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

- (1) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
- (2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- (3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
  - (a) Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contractor would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
  - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 19(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 19(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- (B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 19(B) and it is subsequently determined by Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 19(A) and the provisions of Subparagraph 19(A) shall apply.

## **20. INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein by reference.

## **21. SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

## **22. PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recording, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice

## **23. PREVAILING WAGE RATES AND APPRENTICESHIP PROGRAM**

- (A) The Contractor is aware that and hereby agrees that not less than the prevailing wage rates adopted by the El Paso County Commissioners Court for Highway/Heavy Construction on March 4, 1996 and for Building Construction Trades on March 14, 1996, and September 16, 1996, shall be paid to all workers on the Project. A copy of the prevailing wage rates is attached hereto as Exhibit \_\_\_ and by this reference is incorporated herein as part of this contract.

- (B) Contractor agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058 and acknowledges that it understands that it will pay to the Owner the sum of \$60.00 per day or part of a day, per worker, that a worker is paid less than said prevailing wage rates set forth in this contract.
- (C) The Contractor agrees to keep records showing the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. The Contractor further agrees that such records shall be open at all reasonable hours to inspection by the County through its officers and agents.
- (D) The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the County Director of Public Works regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.
- (E) Upon a determination by the County that there is good cause to believe that a contractor has violated Chapter 2258 of the Texas Local Government Code, the County shall withhold any amount due under the contract, up to and including the entire contract price, which the Commissioners Court or its agent, in the exercise of reasonable discretion, determines is sufficient to 1) cover the costs to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the prevailing wage rate and 2) cover the costs of penalties under Section 2258.023 and 3) to ensure compliance with Chapter 2258 for the duration of the project.
- (F) Payroll Records, at the time the Contractor submits its applications for progress payments to the project architect, the Contractor shall provide a certified payroll for all employees during the period of that pay request.
- (G) No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint or instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the prevailing wage rate laws, the apprenticeship program or the provisions of this contract.
- (H) The Contractor and subcontractors shall allow expeditious jobsite entry by the County Director of Public Works and his/her agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the County Director of Public Works and his/her agents and representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. The Contractor and subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the County Director of Public Works and his/her agents and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.
- (I) In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Contractor shall notify the Director of Public Works who shall investigate the matter and make a recommendation to the Commissioners Court to make a special wage rate determination as required.
- (J) In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted on May 17, 1999, the Contractor and all subcontractors must comply with the following:
  1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations;

2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
3. may not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;
4. must pay wage rates and benefits package for apprentices as determined by the apprenticeship program/DOL;
5. must comply with DOL requirements for the ratio of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

**(K)** The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the County Director of Public Works regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.

**(L)** The Contractor shall provide the names of all apprentices on the project, verification of their status as registered apprentices, and documentation as to their proper wage rates and journeyman to apprentice ratios as determined by the apprenticeship program.

**(M)** The County reserves the right to terminate this Contract for cause if the Contractor and/or subcontractors shall breach any of these provisions regarding the payment of prevailing wages or the apprenticeship program.

**(N)** The Contractor shall cause these and any other appropriate prevailing wage rate and apprenticeship program provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the same prevailing wage rate and apprenticeship program provisions as are applicable to the Contractor.

**24. APPLICABLE LAW**

The law is hereby agreed to be the law of the State of Texas and venue shall lie in El Paso County, Texas.

**25. SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

**In witness whereof, this agreement is entered into on this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**ATTEST:** **OWNER - THE COUNTY OF EL PASO**  
 \_\_\_\_\_ **By** \_\_\_\_\_  
**County Clerk** **County Judge**

**APPROVED AS TO FORM: CONTRACTOR**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**Assistant County Attorney** **By** \_\_\_\_\_ \_\_\_\_\_  
**(Name)** **Title**

# General Provisions

## County of El Paso, Texas

### 1. **BID PACKAGE**

- a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.
- b. **Bid must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

### 2. **COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the El Paso County Purchasing Agent or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

### 3. **BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The bid must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.



**4. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. The County further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by the County Purchasing Agent.

**5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the County of El Paso is seeking.

Under Local Gov't Code Section 262.005 and Health & Safety Code Section 361.426, the County is required to give preference to products made of recycled materials if they meet specs. The County is also required to encourage the use of recycled products in developing new procedures and specs. They are also required to eliminate procedures and specifications that explicitly discriminate against products made of recycled materials.

**6. SUBSTITUTES**

It is not the County's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**7. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

The County reserved the right to offer these alternatives to other bidders.

**8. PRICING**

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the El Paso County, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**9. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, El Paso County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151.

**10. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of the County Purchasing Agent.

**11. SIGNATURE OF BIDS**

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bidder from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

**12. AWARD OF BID/BIDS-EVALUTATION CRITERIA AND FACTORS**

**Pursuant to the Texas Local Government Code**

**Bids** shall be awarded to the responsible bidder that submits the lowest and best bid.

**Bids** will be made to the responsible proposer whose bid is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

The County reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County. County reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

**A Bidder whose bid does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.**

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Bid and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Bid.

**13. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

**14. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bid(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the Commissioners' Court and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

**15. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**16. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**17. NO COMMITMENT BY COUNTY**

This Bid does not commit the County to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this bid, or to procure or contract for services or supplies.

**18. SINGLE BID RESPONSE**

If only one bid is received in response to the Request for Bids, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**19. REJECTION/DISQUALIFICATION OF BIDS**

El Paso County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid form(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

**20. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on the County Purchasing website. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is posted on the County Purchasing website. It shall be the Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

**21. BID IDEAS AND CONCEPTS**

The County reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid.

**22. BID/BID DISCLOSURES**

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

The Bid for Services: The names of those who submitted bids will not be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other bid information will be released. Proposers are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**23. WITHDRAWAL OF BID**

Bidder may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**24. INDEMNIFICATION**

- A. The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

- B.** Pursuant to Texas Local Government Code Section 262.032(b), any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to the County. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work. This section does not apply to a performance bond required by Chapter 2253, Texas Government Code.

**25. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

**INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO THE COUNTY OF EL PASO**

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence  
\$1,000,000 – General Aggregate  
\$1,000,000 – Personal & Advertising Injury  
\$1,000,000 – Products/Completed Operations – Aggregate  
    \$5,000 – Premises Medical Expense  
    \$500,000 – Fire Legal Damage Liability  
County named as “Additional Insured”  
Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence  
County named as “Additional Insured”  
Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident  
\$1,000,000 – Employers Liability – Each Employee  
\$1,000,000 – Employers Liability – Disease – Policy Limit  
Statutory Limits  
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project  
Bid Bond  
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:  
Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity. The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

**El Paso County shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.**

**26. Conflict of Interest Disclosure Reporting**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire (CIQ Form), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. A list of County employees that will award the bid and make recommendations for award are included in this bid. By law, this questionnaire must be filed with the County Clerk of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For Bidder's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

**27. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company

association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Bid.

No officer or employee of the County, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County contracts for this service.

**28. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**29. MERGERS, ACQUISITIONS**

The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The new Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**31. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**32. ACCURACY OF DATA**

Information and data provided through this Bid are believed to be reasonably accurate.

**33. SUBCONTRACTING/ASSIGNMENT**

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

**34. INDEPENDENT CONTRACTOR**

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

**35. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

**The County of El Paso is an equal opportunity employer.**

**36. PROCUREMENT ETHICS**

**CODE OF ETHICS TRAINING AFFIDAVIT FORM**

**El Paso County Code of Ethics Training Requirement for Vendors:**

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. **This training must be completed prior to submitting a bid or bid, responding to a request for qualifications or bids, or otherwise contracting with the County.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Vendors That Have Completed Ethics Training. This training requirement does not apply to emergency purchases.

**Training:** Complete the El Paso County Code of Ethics Training Affidavit that is included in each bid packet, or in compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

**The required training may be accessed and completed at:**

[http://www.epcounty.com/ethicscom/trainingvendor\\_files/frame.htm](http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm)

**The training receipt should be printed out and included with the BID/RFP/RFQ/RFI.**



# COUNTY OF EL PASO, TEXAS

## **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\***

Instructions for the certifications:

### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

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

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

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

### 3. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

#### 5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial

assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\* All four (4) pages of this document must be included in all responses.

\*

## **HEALTH INSURANCE BENEFITS QUESTIONNAIRE**

Texas Local Government Code Section 262.0271 states the County may give preference to bidders that provide reasonable health insurance coverage to its employees, over a bidder that doesn't provide such insurance. Complete the questionnaire below if applicable. If not, check box #3.

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

---

---

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

---

---

---

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

---

---

3.

**No. The bidder is not requesting the Health Insurance Benefits Preference.**

**Checking Box #3 will not disqualify you from participating in this bid selection process.**

---

Business Name

---

Date

---

Name of Authorized Representative

---

Signature of Authorized Representative

---

\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
800 East Overland, RM 300  
El Paso TX 79901  
(915) 546-8180 Fax

---

**RE: Bid #13-069, Construction and Installation of the Lady Justice Pedestal at the El Paso County Courthouse**

Dear Vendor:

The Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners' Court:

County Officers: County Judge Veronica Escobar  
Commissioner Carlos Leon  
Commissioner Sergio Lewis  
Commissioner Vincent Perez  
Commissioner Patrick Abeln

County Employees: Kennie Downing, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Elvia Contreras, Formal Bid Buyer  
Lucy Balderama, Inventory Bid Technician  
Araceli Hernandez, Inventory Bid Technician  
Edward Dion, County Auditor  
Wallace Hardgrove, Budget & Financial Manager  
Lee Shapleigh, Assistant County Attorney  
Josie Brostrom, Assistant County Attorney  
Michael Martinez, Contract Admin. Manager  
Claudia Martinez, Assistant Contract Admin Manager  
Rosemary Neill, Director of Family & Community Service  
Monique Aguilar, Facilities Manager  
Gilbert Saldana, Senior Civil Engineer

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor or other person doing business with local governmental entity

### OFFICE USE ONLY

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

**Bid # 13-069**

**1 Name of person who has a business relationship with local governmental entity.**

**2**

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**COUNTY OF EL PASO, TEXAS**  
**Solicitation Check List**  
**Construction and Installation of the Lady Justice**  
**Pedestal at the El Paso County Courthouse**  
**Bid #13-069**

---

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday, January 10, 2014. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bid?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

\_\_\_\_\_ If seeking preference, did you sign the "Health Insurance Benefits Questionnaire"?

\_\_\_\_\_ Did you sign and complete the required "Ethics Affidavit Form"?

\_\_\_\_\_ Did you provide one original and two (2) CD copies in Word/PDF Format of your response? Do your CD copies include everything that is in your original hard copy?



# TECHNICAL SPECIFICATIONS

For



COUNTY OF EL PASO

## **LADY JUSTICE EL PASO COUNTY COURTHOUSE**

**November 2013**

**Wright & Dalbin**  
ARCHITECTS, INC.

**LADY JUSTICE  
EL PASO COUNTY COURTHOUSE**  
500 E. San Antonio Ave / El Paso, Texas

Wright & Dalbin Architects, Inc.  
2112 Murchison Drive / El Paso, Texas 79930  
915/533-3777 / Fax: 532-7733

<b>Title</b>	<b>No of Pages</b>
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>	
Section 01 01 00 – Summary of Work	2
Section 01 25 00 - Alternate Methods & Materials	2
Section 01 25 13 - Product Substitutions	5
Section 01 29 76 - Application for Payments	4
Section 01 33 00 - Submittals	6
Section 01 73 29 - Cutting & Patching	4
Section 01 77 00 - Contract Closeout	5
<b>DIVISION 2 – EXISTING CONDITIONS</b>	
Section 02 41 13 - Selective Demolition	4
<b>DIVISION 3 –4 (Not Used)</b>	
<b>DIVISION 5 - METALS</b>	
Section 05 41 00 - Light-Gauge Metal Framing	4
Section 05 50 00 – Metal Fabrications	6
<b>DIVISION 6 - WOOD AND PLASTICS</b>	
Section 06 10 00 - Rough Carpentry	4
<b>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</b>	
Section 07 92 00 - Joint Sealants	4
<b>DIVISION 8 – (Not Used)</b>	
<b>DIVISION 9 - FINISHES</b>	
Section 09 28 00 – Cement Board	3
Section 09 75 00 – Stone Facing	7
<b>DIVISION 10 – 49 (Not Used)</b>	

## SECTION 01 01 00 - SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS A.

The Project consists of, but not limited to:

1. BASE BID: Provide new work to complete construction and installation of the Lady Liberty Pedestal for the El Paso County Courthouse as shown on Plans and Specifications.

The work includes but is not limited to the following in accordance with Plans and Specifications including General & Special Conditions:

- a. Light gage metal studs, backer board, limestone facing and other accessories and finishes, as required.
- b. Installing the Lady Justice Statue as shown on drawings.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have limited use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to occupy designated areas, perform work or to retain other contractors on portions of the Project.

- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### 1.4 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 01 00  
SUMMARY OF WORK

01 01 00 -

## SECTION 01 25 00 - ALTERNATE METHODS & MATERIALS PART

### 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 DESCRIPTION OF WORK

- A. The Contractor may develop, document, and submit for approval by the Owner, and Architect, a Value Engineered Change Bid when a change is required to this contract, to implement the bid, and which reduces the contract price without impairing essential function or characteristics, provided that it is not based solely on a change in deliverable end item quantities. The bid shall be on company letterhead. Do not modify the BID forms.

#### 1.3 REQUIREMENTS

- A. As a minimum, the following information shall be submitted by the Contractor before such bid will be considered:
  - 1. A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each; justification where function or characteristics or a work item is being altered; and the effect of the change on the performance of the end item;
  - 2. An analysis and itemization of the requirements of the Contract which must be changed if the bid is accepted and recommendation as to how to make each such change (e.g., a suggested specification revision);
  - 3. A separate detail cost estimate for both the existing contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the bid, taking into account the costs of development and implementation by the Contractor (including any amount attributable to changes by any subcontracts);
  - 4. A prediction of any effects the proposed change would have on related costs to the Contractor and Owner such as owner-furnished items; and costs of maintenance and operation; and
  - 5. A statement of the time by which a Change Order adopting the bid must be issued in order to obtain the maximum cost reduction during the remainder of the contract, noting any effect on the contract completion time or delivery schedule.

#### 1.4 SUBMITTALS

- A. Submit all bids to the Architect in accordance with these requirements and Section 01 33 00 of these Specifications. Bids shall be processed expeditiously; however, neither the Contractor, Owner, nor the Architect shall be liable for any delay in acting upon any bid submitted pursuant to this clause. The Contractor retains the right to withdraw, in whole or in part, any such bid at any time prior to acceptance by the Owner.

1.5 ACCEPTANCE

- A. The Owner and Contractor may accept, in whole or in part, by issuance of appropriate Change Order, any bid submitted pursuant to this clause. The Owner and Contractor may accept the bid even though an agreement on price reduction has not been reached by issuing a written notice to proceed with the change. Until a notice to proceed or appropriate Change Order is issued, the Contractor shall remain obligated to perform in accordance with the terms and conditions of the original contract documents.
- B. If a bid submitted by the Contractor pursuant to this is accepted, the subcontract price will be adjusted by appropriate Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

## SECTION 01 25 13 – PRODUCT SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 2. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

#### 1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor or supplier after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Subcontract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect through the Contractor.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBMITTALS

- A. Substitution Request Submittal: The Architect, in conjunction with the Owner, will consider requests for substitution from the Contractor if received within seven (7) days after commencement of the Work. Requests received more than twenty (21) days after commencement of the Work may be considered or rejected at the discretion of the Owner and Architect.

1. Submit four (4) copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change order bids.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a bid of the net change, if any in the Subcontract Sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Owner's and Architect's Action: If necessary, the Owner and Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request for substitution. The Architect through the Owner will notify the Contractor of acceptance or rejection of the substitution within one (1) week of receipt of the request, or one (1) week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
  - a. Use the product specified if the Architect and Owner cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Conditions: The Owner and Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner and Architect. If the following conditions are not satisfied,

the Owner and Architect will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Contractor and Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Contractor and Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
  11. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.
- B. The Contractor's submittal and the Owner and Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 13



Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer \_\_\_\_\_ Address: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_

History:  New product  1-4 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product:

\_\_\_\_\_  
\_\_\_\_\_

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_

\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain

\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ \$ \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ Days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

**SUBSTITUTION  
REQUEST**  
**(Construction Stage - Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. *Claims for additional costs related to accepted substitution which may subsequently become apparent will not be considered.*
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E     \_\_\_\_\_

## SECTION 01 29 76 - APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Contractor shall coordinate preparation of their Schedule of Values with the Contractor's Construction Schedule.
- B. Coordination: Each subcontractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Application for Payment forms, including Continuation Sheets.
    - b. List of subcontractors.
    - c. Schedule of allowances.
    - d. Schedule of alternates.
    - e. List of products.
    - f. List of principal suppliers and fabricators.
  - 2. Submit the Schedule of Values to the Owner and Architect at the earliest possible date but no later than two (2) days after receiving a subcontract or purchase order.
  - 3. Subschedules: Where Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values for work within the subcontract or purchase order. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location.
  - b. Name of the Architect.
  - c. Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
  
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of subcontract sum to nearest one-hundredth percent, adjusted to total 100 percent.
  
3. Provide a breakdown of the subcontract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
  
4. Round amounts to nearest whole dollar; the total shall equal the subcontract Sum.
  
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
  
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  
7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
  
8. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the

Schedule of Values or distributed as general overhead expense, at the Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the subcontract sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of Construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Times: The date for each progress payment is the 25th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends fifteen (15) days prior to the date for each progress payment.
- D. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment or a reasonable facsimile.
- E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within twenty four (24) hours. Two (2) copies shall be complete, including waivers of lien and similar attachments, when required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the subcontract and related to the Work covered by the payment.

- H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Schedule of principal products.
  5. Schedule of unit prices.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Warranties (guarantees) and maintenance agreements.
    - b. Test/adjust/balance records.
    - c. Maintenance instructions.
    - d. Startup performance reports.
    - e. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - f. Application for reduction of retainage and consent of surety.
    - g. List of incomplete Work, recognized as exceptions to the Contractor and Architect's Certificate of Substantial Completion.
- L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
  5. Transmittal of required Project construction records to the Contractor.
  6. Removal of temporary facilities and services as directed by the Contractor.
  7. Removal of surplus materials, rubbish, and similar elements.
  8. Change of door locks to Owner's access.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 76

## SECTION 01 33 00 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Shop Drawings.
2. Product Data.
3. Samples.
4. Quality assurance submittals.

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and Payment Bonds (if required).
4. Insurance Certificates.
5. List of sub-Contractors.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
2. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
3. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

#### 1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

#### 1.4 SUBMITTAL PROCEDURES

- A. Approval: The Contractor shall review and approve submittals prior to submitting for the Owner and Architects' acceptance.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Contractor shall provide four (4) copies, or as directed by the Architect, of each submittal which shall be submitted directly to the Architect. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Owner and Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
  - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow five (5) days for initial review. Allow additional time if the Owner and Architect must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow five (5) days for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor and Architect's review and approval markings and the action taken.
  - 2. Include the following information on the label for processing and recording action taken.
    - a. Project name.



- b. Date.
  - c. Name and address of the Architect.
  - d. Name and address of the Contractor.
  - e. Name and address of the Owner.
  - f. Name and address of the supplier.
  - g. Name of the manufacturer.
  - h. Number and title of appropriate Specification Section.
  - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
- 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

#### 1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Contractor shall provide eight (8) copies, or as directed by the Architect, and each shall be submitted directly to the Architect. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
  - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
  - 7. Initial Submittal: Submit three (3) blue- or black-line prints for the Owner and Architect's review. The Architect will return one print.
  - 8. Final Submittal: Submit five (5) blue- or black-line prints; submit five (5) prints where required for maintenance manuals. The Contractor will retain two (2) prints and Architect will retain two (2) prints and provide one (1) to the Owner.
  - 9. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

#### 1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
  4. Submittals: Submit five (5) copies of each required submittal; submit five (5) copies where required for maintenance manuals. The Contractor will retain two (2), Architect will retain two (2), and provide the Owner with one (1), and will return the others marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - b. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.7 SAMPLES

- A. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
1. Mount or display samples in the manner to facilitate review of qualities indicated. Include the following:

- a. Specification Section number and reference.
  - b. Generic description of the sample.
  - c. Sample source.
  - d. Product name or name of the manufacturer.
  - e. Compliance with recognized standards.
  - f. Availability and delivery time.
2. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  3. Submittals: Submit a full set of choices where samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
    - a. The Owner and Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
  4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 4 sets. The Architect will return two (2) sets marked with the action taken.
  5. Maintain sets of samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
    - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field sample are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

## 1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

1.9 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Owner and Architect will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

## SECTION 01 73 29 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division-22, Division-23 and Division-26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.
- C. Demolition of selected portions of the building for alterations is included in Section "Selective Demolition."

#### 1.3 SUBMITTALS

- A. Cutting and Patching Bid: Where approval of procedures for cutting and patching is required before proceeding, submit a bid describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the bid:
  - 1. Describe the extent of cutting and patching required and how it is to be performed; indicating why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates when cutting and patching is to be performed.
  - 5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - 6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

#### 1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
  1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
  
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  - 4. Comply with requirements of applicable Sections of Division-2 where cutting and patching requires excavating and backfilling.
  - 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
  
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
    - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.

- D. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

#### 3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29



## SECTION 01 77 00 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Walk-through observation and evaluation procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 49.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting examination for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner, in writing, of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.

7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Walk-Through Observation Procedures: On receipt of a request for a walk-through observation, the Contractor, Owner, and Architect will either proceed with evaluation or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following assessment or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Contractor, Owner, and Architect will repeat the evaluation when requested and assured that the Work is substantially complete.
2. Results of the completed evaluation will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final observation for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the subcontract Sum.
3. Submit a certified copy of the Contractor's, Owner's, and Architect's final assessment list of items to be completed or corrected, endorsed and dated by the Contractor, Owner, and Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Owner and Architect.
4. Submit consent of surety to final payment.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-evaluation Procedure: The Contractor, Owner, and Architect will re-evaluate the Work upon receipt of notice that the Work, including assessment list items from earlier examinations, has been completed, except for items whose completion is delayed under circumstances acceptable to the Contractor, Owner, and Architect.

1. Upon completion of re-examination, the Owner and Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Owner and Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated.

## 1.5 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Contractor's, Owner's, and Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
  3. Note related change-order numbers where applicable.
  4. Organize record drawing sheets into manageable sets. Bind sets with durable- paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
  4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  3. Upon completion of markup, submit complete set of record Product Data to the Contractor for the Owner's records.

- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Contractor for the Owner's records.
- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
  - 1. Emergency instructions.
  - 2. Spare parts list.
  - 3. Copies of warranties.
  - 4. Wiring diagrams.
  - 5. Recommended "turn-around" cycles.
  - 6. Inspection procedures.
  - 7. Shop Drawings and Product Data.
  - 8. Fixture lamping schedule.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Contractor shall arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
  - 1. Maintenance manuals.
  - 2. Record documents.
  - 3. Spare parts and materials.
  - 4. Tools.
  - 5. Lubricants.
  - 6. Fuels.
  - 7. Identification systems.

8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

### 3.2 FINAL CLEANING

- A. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction as directed by the Contractor.
- B. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01 77 00

## SECTION 02 41 13 - SELECTIVE DEMOLITION

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Demolition and removal of selected interior elements.

#### 1.2 RELATED SECTIONS A.

General Conditions.

- B. Section 01 77 00 – Contract Closeout.

#### 1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

#### 1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposal at the Contractor's option.

#### 1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress width to any entrance or exit.

- D. Conform to procedures applicable when hazardous or contaminated materials are discovered

## 1.6 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of barricades, fences and temporary work.

## 1.7 SCHEDULING

- A. Schedule of selective demolition activities indicating the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
- B. Describe demolition removal procedures and schedule.
- C. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.
- D. Coordinate schedule with Owner for performance of noisy, malodorous, or dust producing work.

## 1.8 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices at the perimeter of the construction site areas.
- B. Identify a temporary waste area and a salvage area for placing removed materials. C.  
Mark location of utilities.

- D. Protect bench marks, survey control points, and existing structures from damage or displacement.

### 3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
    - a. Provide not less than 72 hours' notice, in writing, to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested, in writing, by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
- C. Utility Requirements: Refer to Division 22 and 26 Sections for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and building occupancies.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify Architect. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.

### 3.4 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.



- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.5 DISPOSAL OF DEMOLISHED MATERIALS A.

Identify utilities within demolition areas.

- B. Remove, store, protect and relocate light fixtures as required for new construction. C.

Remove demolished materials from site.

- D. Leave site in clean condition.

END OF SECTION 02 41 13

## SECTION 05 41 00 - LIGHT GAGE METAL FRAMING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. Extent of metal stud work is shown on drawings, including basic layouts, size, gage and spacing of metal studs required.

#### 1.03 SUBMITTALS

- A. Submit manufacturer's specifications and installation instructions for each type of metal stud and accessories. Include manufacturer's certifications as may be required to show compliance with these Specifications.
- B. Product data and installation instructions for each item of cold-formed metal framing and accessories.
- C. Environmental Performing Construction Products Statement: Submit a percentage by weight of the post consumer and post industrial recycled content on manufacturer's literature along with the material cost of each item, subtracting labor and delivery.

#### 1.04 QUALITY ASSURANCE

- A. Component Design: Calculate structural properties of studs and joists in accordance with American Iron and Steel Institute (AISI) "Specification for Design of Cold-Formed Steel Structural Members".
- B. Welding: Use qualified welders and comply with American Welding Society (AWS) D1.3, "Structural Welding Code - Sheet Steel".
- C. Fire-rated Assemblies: Where framing units are components of assemblies indicated for a fire-resistance rating, including those required for compliance with governing regulations, provide units that have been approved by governing authorities that have jurisdiction.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:
  - 1. Superior Steel Studs, Inc.

2. USG Industries
3. Dietrich Industries, Inc.

## 2.02 METAL FRAMING

- A. System Components: Manufacturer's standard load-bearing steel studs and joists of type, size, shape and gage as indicated. With each type of metal framing required, provide manufacturer's standard steel runners (tracks), blocking, lintels, clip angles, shoes, reinforcements, bridgings, fasteners, and accessories for applications indicated, as needed to provide a complete metal framing system.

## 2.03 MATERIALS AND FINISH

- A. For 16-gage and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 50,000 psi; ASTM A 446, A 570, or A 611.
- B. For 18-gage and lighter units, fabricate metal framing components of commercial quality steel sheet with a minimum yield point of 33,000 psi; ASTM A 446, A 570, or A 611.
- C. Provide galvanized finish to metal framing components complying with ASTM A 525 for minimum G 60 coating, when noted on drawings.
- D. Fasteners: Provide nuts, bolts, washers, screws, and other fasteners with corrosion-resistant plated finish.
- E. Electrodes for Welding: Comply with AWS Code and as recommended by stud manufacturer.
- F. Galvanized Repair: Where galvanized surfaces are damaged, prepare surfaces and repair in accordance with procedures specified in ASTM A 780.

## 2.04 FABRICATION

- A. Framing components may be prefabricated into assemblies before erection. Fabricate panels plumb, square, true to line, and braced against racking with joints welded. Perform lifting of prefabricated units to prevent damage or distortion.
- B. Fastening: Attach similar components by welding or with screw fasteners. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer.
  1. Wire tying of framing components is not permitted.
- C. Fabrication Tolerances: Fabricate units to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendations.
- B. Runner Tracks: Install continuous tracks with size and gage to match studs, unless indicated otherwise. Align tracks properly accurately to layout at base and tops of studs. Secure tracks as recommended by stud manufacturer for type of construction involved, except do not exceed twenty (24) inches o.c. spacing for nail or power-driven fasteners or sixteen (16) inches o.c. for other types of attachment. Provide fasteners at corners and ends of tracks.
- C. Installation of Wall Studs: Secure studs to top and bottom runner tracks by either welding or screw fastening at both inside and outside flanges.
  - 1. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
  - 2. Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.
- D. Install supplementary framing, blocking and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or loading resulting from item supported.
- E. Frame wall openings larger than two (2) feet square with double studs at each jamb of frame except where more than two (2) are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full- height studs of wall. Secure stud system wall opening frame in manner indicated.
  - 1. Provide tripled studs at corners, positioned to receive interior and exterior finishes.
  - 2. Frame both sides of expansion and control joints with separate studs; do not bridge the joint with component of stud system.
  - 3. Where multiple studs are used as jambs or columns, they are to be connected together by welding or with tek screws at regular intervals not to exceed 12 inches on centers.
- F. Install horizontal bridgings in stud system, spaced (vertical distance) at not more than four (4) feet o.c. or closer as required by manufacturer. Weld or screw at each intersection.
- G. Ceiling framing: Provide metal stud joists at 16" o.c. per manufacturer's span tables. Provide bracing and bridgings as required by manufacturer.
- H. Erection Tolerances: Bolt or weld wall panels (at both horizontal and vertical junctures) to produce flush, even, true-to-line joints.

1. Maximum variation in plane and true position between prefabricated assemblies should not exceed 1/16 inch.
- I. Installation of Joists: Install level, straight, and plumb, complete with bracing and reinforcing as indicating on drawings. Provide not less than 1 1/2-inch end bearing.
    1. Reinforce ends with end clips, hangers, steel angle clips, steel stud section, or as otherwise recommended by joist manufacturer.
    2. Where required, reinforce joists at interior supports with single short length of joist section located directly over interior support, snap-on shoe, 30 percent side-piece lapped reinforcement, or other method recommended by joist manufacturer.
    3. Secure joists to interior support systems to prevent lateral movement of bottom flange.
  - J. Field Painting: Touch-up damaged shop-applied protective coatings. Use compatible primer for prime-coated surfaces; use galvanizing repair system for galvanized surfaces.

END OF SECTION 05 41 00

## SECTION 05 50 00 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY:

- A. This section includes the following metal fabrications:
  - 1. Tubing
- B. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Division 1 Section: "Quality Control" for independent testing agency procedures and administrative requirements.
  - 2. Division 3 Section: Concrete Work.
  - 3. Division 9 Section: "Painting" for finish coat requirements and coordination with primer and surface preparation specified in this Section.

#### 1.3 SYSTEM PERFORMANCE REQUIREMENTS:

- A. Structural Performance: Design, engineer, fabricate, and install the following metal fabrications to withstand the following structural loads without exceeding the allowable design working stress of the materials involved including anchors and connections. Apply each load to produce the maximum stress in each respective component of each metal fabrication.

#### 1.4 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for products used in miscellaneous metal fabrications, including paint products and grout.
- C. Shop drawings detailing fabrication and erection of each metal fabrication indicated. Include plans, elevations, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation under other sections.

- D. Samples: representative of materials and finished products as may be requested by Architect.
- E. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit, by accurate field measurements before fabrication; show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of Work.
- F. Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabrication of products without field measurements. Coordinate construction to ensure that actual opening dimensions correspond to guaranteed dimensions. Allow for trimming and fitting.

## PART 2 - PRODUCTS

### 2.1 METALS:

- A. Metal Surfaces, General: For metal fabrications exposed to view upon completion of the Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, rolled trade names, roughness, and, for steel sheet, variations in flatness exceeding those permitted by reference standards for stretcher-leveled sheet.
- B. Steel Bars for Gratings: ASTM A 569 or ASTM A 36. C.  
Wire Rod for Grating Cross Bars: ASTM A 510.
- D. Steel Tubing: Product type (manufacturing method) E.  
Hot-Formed Steel Tubing: ASTM A 501.
- F. Steel Pipe: ASTM A 53; finish, type, and weight class as follows: G.  
Black finish, unless otherwise indicated.
- H. Type F, standard weight (schedule 40), unless otherwise indicated, or another weight, type, and grade required by structural loads.
- I. Unistrut 1-5/8 inches – 2 inch Series Channel: Unistrut Grid System 1-5/8 – 2 inch PL000 series channel.

### 2.2 FASTENERS:

- A. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade, and class required.
- B. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.

- C. Lag Bolts: Square head type, FS FF-B-561.
- D. Machine Screws: Flat head carbon steel, FS FF-S-92. E.  
Plain Washers: Round, carbon steel, FS FF-W-92.
- F. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required. G.  
Lock Washers: Helical spring type carbon steel, FS FF-W-84.

### 2.3 PAINT:

- A. Shop Primer for Ferrous Metal: Manufacturer's or fabricator's standard, fast-curing, lead-free, universal modified alkyd primer selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated, and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure complying with performance requirements of FS TT-P-645.
- B. Zinc Chromate Primer: FS TT-P-645.

### 2.4 FABRICATION, GENERAL

- A. Form metal fabrications from materials of size, thickness, and shapes indicated by not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
- C. Ease exposed edges to a radius of approximately 1/32 inch, unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Remove sharp or rough areas on exposed traffic surfaces.
- E. Weld corners and seams continuously to comply with AWS recommendations.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.
- G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.



- H. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces.
- I. Clearly mark units for reassembly and coordinated installation.
- J. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware, screws, and similar items.
- K. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

#### 2.5 ROUGH HARDWARE:

- A. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 sections.

#### 2.6 LOOSE BEARING AND LEVELING PLATES:

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area. Drill plates to receive anchor bolts and for grouting as required.

#### 2.7 MISCELLANEOUS FRAMING AND SUPPORTS:

- A. General: Provide steel framing and supports for applications indicated or which are not a part of structural steel framework, as required to complete work.
- B. Fabricate units to sizes, shapes, and profiles indicated and required to receive adjacent other construction retained by framing and supports. Fabricate from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.

#### 2.8 MISCELLANEOUS STEEL TRIM:

- A. Provide shapes and sizes indicated for profiles shown. Unless otherwise indicated, fabricated units from structural steel shapes, plates, and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings, and anchorages as required for coordination of assembly and installation with other work.
- B. Fabricate sleeves for bollard anchorage from steel pipe with 1/4-inch thick steel plate welded to bottom of sleeve.

## 2.9 FINISH, GENERAL

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to application and designations of finishes.
- B. Comply with Division 5 Section "Architecturally Exposed Structural Steel" for application and designation of finishes regarding application to any members noted on drawings as AESS.
- C. Finish metal fabrications after assembly.

## 2.10 STEEL AND IRON FINISHES

- A. Preparation for shop Priming: Prepare uncoated ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
- B. Apply shop primer to uncoated surfaces of metal fabrications, except those to be embedded in concrete, unless otherwise indicated. Comply with requirements of SSPC-PA1 "Paint Application Specification No. 1" for shop painting.
- C. Stripe paint all edges, corners, crevices, bolts, welds, and sharp edges.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

### 3.2 INSTALLATION, GENERAL

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

- C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.
- D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- E. Field Welding: Comply with AWS Code for procedures of manual shielded metal- arc welding, appearance and quality of welds made, methods used in correcting welding work.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint or zinc chromate primer.

### 3.3 SETTING LOOSE PLATES

- A. Clean concrete and masonry bearing surfaces of any bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of bearing plates.
- B. Set loose leveling and bearing plates on wedges, or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with the edge of the bearing plate before packing with grout.

### 3.4 ADJUSTING AND CLEANING

- A. Touch-up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 requirements for touch-up of field painted surfaces.
- B. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils. END

OF SECTION 05 50 00

## SECTION 06 10 00 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Wood Grounds, Nailers, Blocking, and Sleepers.

#### 1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

#### 1.4 SUBMITTALS

- A. Product Data for the following products:
  - 1. Engineered wood products.
  - 2. Construction adhesives.

#### 1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility for Engineered Wood Products: Obtain each type of engineered wood product from one source and by a single manufacturer.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
  - 1. NELMA - Northeastern Lumber Manufacturers Association.
  - 2. NLGA - National Lumber Grades Authority (Canadian).
  - 3. RIS - Redwood Inspection Service.
  - 4. SPIB - Southern Pine Inspection Bureau.
  - 5. WCLIB - West Coast Lumber Inspection Bureau.

6. WWPA - Western Wood Products Association.

- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

## 2.2 PRESSURE TREATED DIMENSION LUMBER

- A. General: Provide pressure treated dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Framing Other than Non-Load-Bearing Partitions: Provide framing of the following grade and species:

- 1. Grade: No.2.
- 2. Species: Hem-fir; WCLIB or WWPA.
- 3. Approved equal.

C. Other Framing Not Listed Above: Provide the following grades and species:

- 1. Species and Grade: Any species and grade with a modulus of elasticity of at least 1,300,000 psi and an extreme fiber stress in bending of at least 850 psi for 2-inch nominal thickness and 12-inch nominal width for single member use.

D. Exposed Framing: Provide material hand-selected from lumber of species and grade indicated below for uniformity of appearance and freedom from characteristics that would impair finish appearance.

- 1. Species and Grade: Hem-fir, Select Structural; WCLIB or WWPA.

## 2.3 MISCELLANEOUS LUMBER

- A. Fabricate miscellaneous lumber from pressure treated dimension lumber of sizes indicated and into shapes shown.
- B. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- C. Grade: For pressure treated dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

## 2.4 ENGINEERED WOOD PRODUCTS

- A. General: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that evidence compliance with building code in effect for Project.

## 2.5 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
  - 1. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
- B. Nails, Wire, Brads, and Staples: FS FF-N-105. C.  
Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

## 2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.

- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
  - 2. Published requirements of metal framing anchor manufacturer.
  - 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
  - 4. "Table 1705.1--Fastening Schedule," of the Standard Building Code.
- E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.

### 3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screeding or attaching other work. Form to shapes shown and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

END OF SECTION 06 10 00

## SECTION 07 92 00 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 GOVERNING REFERENCE SPECIFICATIONS

- A. The latest editions of the following specifications and references govern the work in this section and constitute minimum requirements. Where specific requirements of this section are more stringent, they shall supersede the corresponding requirements of these Reference Specifications.

1. Federal Specifications TT-S-00227E
2. American Society for Testing Material-ASTM C-290

#### 1.3 RELATED SECTIONS

- A. This Section includes joint sealants for the following locations:
  1. Interior joints in vertical surfaces and horizontal non-traffic surfaces.
  2. Interior joints in horizontal traffic surfaces.

#### 1.4 SUBMITTALS

- A. Product data from manufacturers for each joint sealant product required.
  1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.
  2. Certificates from manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.
  3. Manufacturer's Literature and Data:
    - a. Caulking compound.
    - b. Primers.
    - c. Sealing compound, each type, including compatibility when different sealants are in contact with each other.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

#### 1.6 DELIVERY, HANDLING AND STORAGE

- A. Deliver materials in manufacturers' original unopened containers, with brand names, date of manufacture, shelf life, and material designation.



- B. Carefully handle and store to prevent inclusion of foreign materials.
- C. Do not subject to sustained temperatures exceeding 90 degrees Fahrenheit or less than 40 degrees Fahrenheit.

#### 1.7 WARRANTY

- A. Warranty exterior sealing against leaks, adhesion, and cohesive failure, and subject to terms of "Warranties" specified in Section 01 78 36, for a period of two years.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants made by Architect from manufacturers' color selection.
- C. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920., including those requirements referencing ASTM C 920 classifications for Type, Grade, Class, and Uses.
- D. Solvent-Release-Curing Joint Sealants
  - 1. Acrylic Sealant: Manufacturer's standard one-part, non-sag, solvent-release- curing acrylic terpolymer sealant complying with AAMA 808.3 or FS TT-S-00230 or both, with capability when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand 7-1/2 percent movement in both extension and compression for a total of 15 percentage change in joint width existing at time of application and remain adhered to joint substrates indicated for Project without failing cohesively.
  - 2. Butyl Sealant: Manufacturer's standard one-part, non-sag, solvent-release- curing, polymerized butyl sealant complying with ASTM C 1085 and formulated with minimum of 75 percent solids to be non-staining, paintable, and have a tack- free time of 24 hours or less.
  - 3. Pigmented Narrow Joint Sealant: Manufacturer's standard, solvent-release- curing, pigmented synthetic rubber sealant complying with AAMA 803.3 and formulated for sealing joints 3/16 inch or smaller in width.
- E. Latex Joint Sealants
  - 1. General: Provide manufacturer's standard one-part, non-sag, mildew-resistant, paintable latex sealant of formulation indicated that is recommended for exposed applications on interior and protected exterior locations and that accommodates indicated percentage change in joint width existing at time of installation without failing either adhesively or cohesively.
  - 2. Acrylic-Emulsion Sealant: Provide product complying with ASTM C 834 that accommodates joint movement of not more than 5 percent in both extension and compression for a total of 10 percent.
  - 3. Silicone Emulsion Sealant: Provide product complying with ASTM C 834 and, except for weight loss measured per ASTM C 792, with ASTM C 920 that

accommodates joint movement of not more than 25 percent in both extension and compression for a total of 50 percent.

F. Joint Sealant Backing

1. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
2. Plastic Foam Joint Fillers: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - a. Open-cell polyurethane foam.
  - b. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-outgassing in un-ruptured state.
  - c. Proprietary, reticulated, closed-cell polymeric foam, non-outgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gms/cc per ASTM C 1083.
  - d. Any material indicated above.

G. A two-component polyurethane elastomeric sealant, recommended by manufacturer for vertical use (a non-sag self-leveling consistency). Joint sealant to be Sikaflex-2c NS/SL or approved equal.

H. Elastomeric Tubing Joint Fillers: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, capable of remaining resilient at temperatures down to -26 deg F (-32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.

I. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.2 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer's requirements.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

END OF SECTION 07 92 00

## Section 09 28 00 CEMENT BOARD

### PART 1 - GENERAL

#### 1.01 SUMMARY

A. Section Includes:

1. Cement board and accessories.

B. Related Sections:

1. Section 05 41 00, Light Gauge Metal Studs.
2. Section 06 10 00, Rough Carpentry.

#### 1.02 REFERENCES

A. American National Standards Institute (ANSI):

1. A108.11, American National Standard for Interior Installation of Cementitious Backer Units.
2. A118.1, American National Standard Specifications for Dry-Set Portland Cement Mortar.
3. A118.4, American National Standard Specifications for Latex-Portland Cement Mortar.
4. A118.9, Test Methods and Specifications for Cementitious Backer Units.
5. A136.1, American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile.

B. American Society for Testing and Materials (ASTM):

1. C 473, Test Methods for Physical Testing of Gypsum Panel Products.
2. C 1325, Specification for Fiber-Mat Reinforced Non-Asbestos Cement Interior Substrate Sheets.
3. C 1002, Specification for Steel Drill screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
4. D 2394, Methods for Simulated Service Testing of Wood and Wood-Based Finish Flooring.

#### 1.03 SUBMITTALS

- A. Product Data: Manufacturers' specifications and installation instructions for each product specified.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Packaging and Shipping: Have materials shipped in manufacturer's original packages showing manufacturer's name and product brand name.
- B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges, and faces of cement boards from damage.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

#### A. National Gypsum Company.

##### 1. Cement Board:

- a. Tile Backer: PermaBase® BRAND Cement Board.
- b. Bendable Backer Board: PermaBase Flex® BRAND Cement Board.
- c. Underlayment: PermaBase BRAND Underlayment.
- d. Exterior Sheathing: PermaBase BRAND Cement Board.

### 2.02 MATERIALS

#### A. Cement Board:

- 1. Backer Board: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325 (PermaBase BRAND Cement Board).
  - a. Thickness: ½ in., 5/8 in.
  - b. Width: 2 ft. 8 in., 3 ft., or 4 ft. c.  
Length: 4 ft., 5 ft., 6 ft., or 8 ft.
  - d. Edges: Tapered.
  - e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
  - f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.
- 2. Bendable Backer Board: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 (PermaBase Flex BRAND Cement Board).
  - a. Thickness: ½ in.
  - b. Width: 4 ft.
  - c. Length: 8 ft.
  - d. Edges: Tapered.
  - e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
  - f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.
- 3. Underlayment: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325 (PermaBase BRAND Cement Board underlayment).
  - a. Thickness: 1/4 in.
  - b. Width: 3 ft. or 4 ft.

- c. Length: 4 ft. or 5 ft
- d. Edges: Tapered.
- e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
- f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.

4. Fasteners:

- a. Nails: 1-1/2-in. long, hot dipped galvanized, and in accordance with FS FF-N-105B, Type 2, Style 20.
- b. Screws: Hi-Lo thread screws (No. 8) wafer head, corrosion-resistant, 1-1/4 in. or 1-5/8 in. long, and complying with ASTM C 1002. USE ABOVE FOR WOOD AND 22 GA., OR LIGHTER, STEEL FRAMING. USE BELOW FOR 20 GA., OR HEAVIER, STEEL FRAMING.
- c. Screws: Drill point screws (No. 8) wafer head, corrosion-resistant, 1-1/4 in. or 1-5/8 in. long, and complying with ASTM C 1002.

5. Joint Treatment:

- a. Tape: Alkali-resistant fiberglass mesh tape intended for use with cement board.

6. Bonding Materials:

- a. Mortar: Dry-set portland cement mortar in accordance with ANSI A118.1.
- b. Mortar: Latex-portland cement mortar in accordance with ANSI A118.4.
- c. Adhesive: Organic adhesive in accordance with ANSI A136.1, Type 1.

## PART 3 EXECUTION

### 3.01 INSTALLATION

A. General: In accordance with the following reference standards and manufacturer's recommendations: ANSI A108.11.

1. Manufacturer's Recommendations:

- a. "PermaBase Cement Board Construction Guide;" 110831, National Gypsum Co.

END OF SECTION 09 28 00

## SECTION 09 75 00 - STONE FACING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following interior applications of dimension stone:
  - 1. Wainscot paneling.

#### 1.2 SUBMITTALS

- A. Product Data: For each variety of stone, installation materials, and other manufactured products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Samples:
  - 1. For Each Stone Type: Include three or more samples in each set and show the full range of variations in appearance characteristics expected in completed Work.
  - 2. For each color of grout required.
- D. LEED Submittal: n/a

#### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An installer who employs experienced stone setters who are skilled in installing interior stone facing similar in material, design, and extent to that indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
  - 1. Installer's responsibilities include fabricating and installing interior stone facing, including anchoring system and/or adhesives.
- B. Source Limitations for Stone: Obtain each stone slab or tile from a single quarry. Extreme variations in shading and pattern will not be permitted.
- C. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Build mockups for the following kinds of interior stone facing:
    - a. Typical interior stonewall paneling, about 24 inches wide by 24 inches high.

2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 Limestone

- A. Comply with ASTM C 615.
- B. Available Varieties and Sources: Subject to compliance with requirements, stone varieties that may be incorporated into the Work include, but are not limited to, the following:
- C. Varieties and Sources: Subject to compliance with requirements, provide the following:
  1. Off-white – cream - beige (provide 2 tones)- 1-inch thick
- D. Finish: Smooth

### 2.2 SETTING MATERIALS

- A. Molding Plaster: ASTM C 59/C 59M.
- B. Latex-Portland Cement Mortar: ANSI A118.4, composition as follows:
  1. Latex additive (water emulsion) of type described below, serving as replacement for part or all of gauging water, combined at job site with prepackaged dry mortar mix supplied or specified by latex additive manufacturer. Hydrated Lime: ASTM C 207, Type S.
    - a. Latex Type: Manufacturer's standard.

### 2.3 GROUT

- A. Grout Colors: Match stone
- B. Sand-Portland Cement Grout: ANSI A108.10, composed of white or gray cement and white or colored aggregate as required to produce required color.
- C. Polymer-Modified Tile Grout: ANSI A118.7.
  1. Available Manufacturers: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Laticrete International, Inc.
  3. Polymer Type: Ethylene vinyl acetate, in dry, re-dispersible form, pre-packaged with other dry ingredients.



4. Polymer Type: Acrylic resin in liquid-latex form for addition to prepackaged dry- grout mix.
5. Polymer Type: Either ethylene vinyl acetate, in dry, re-dispersible form, prepackaged with other dry ingredients, or acrylic resin or styrene-butadiene rubber in liquid-latex form for addition to prepackaged dry-grout mix.
6. Grout Type: Unsanded.

## 2.4 POINTING MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II. Provide natural color or white cement as required to produce mortar color indicated.
  1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Aggregate: ASTM C 144; except with 100 percent passing No. 16 sieve.
  1. White Aggregates: Natural white sand or ground white stone.
  2. Colored Aggregates: Natural-colored sand or ground marble, granite, or other durable stone; of color necessary to produce required mortar color.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in mortar and containing no carbon black.
  1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Bayer, Industrial Chemicals Division; Bayferrox Iron Oxide Pigments.
    - b. Davis Colors; True Tone Mortar Colors.
    - c. Solomon Colors; SGS Mortar Colors.
  - d. Water: Potable.

## 2.5 STONE ANCHORS AND ATTACHMENTS

- A. Fabricate anchors from stainless steel, ASTM A 240/A 240M, Type 304.
  1. Fasteners for Stainless-Steel Anchors: Annealed stainless-steel bolts, nuts, and washers; ASTM F 593 (ASTM F 738M) for bolts and ASTM F 594 (ASTM F 836M) for nuts, Alloy Group 1 (A1).
- B. Anchor Support Grids: Roll-formed steel channels, of size and shape required for application indicated, formed from galvanized steel sheet not less than 0.108 inch thick and complying with ASTM A 653/A 653M, G90.
- C. Wire Tiebacks: 0.120-inch diameter, stainless-steel wire.

- D. Direct-Mount Anchoring Systems: Stainless-steel stone anchors designed to be applied directly to wall surfaces. System is secured to wall framing, furring, or sheet- metal reinforcing strips built into wall with self-drilling screws. Anchors fit into kerfs or holes in edges of interior stone facing panels.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Halfen Anchoring Systems; Meadow-Burke.
    - b. Heckmann Building Products Inc.
    - c. Hohmann & Barnard, Inc.

## 2.6 STONE ACCESSORIES

- A. Temporary Setting Shims: Rigid plastic shims, non-staining to stone.
- B. Setting Shims for Direct-Mount Anchoring Systems: Strips of resilient plastic or neoprene, non-staining to stone, of thickness needed to prevent point loading of stone on anchors and of depths to suit anchors without intruding into required depths of pointing materials.

## 2.7 STONE FABRICATION, GENERAL

- A. Fabricate interior stone facing in sizes and shapes required to comply with requirements indicated, including details on Drawings and Shop Drawings.
1. For limestone, comply with recommendations in ILI's "Indiana Limestone Handbook."
- B. Cut stone to produce pieces of thickness, size, and shape indicated and to comply with fabrication and construction tolerances recommended by applicable stone association.
1. Where items are installed with adhesive or where edges of stone is visible in the finished work, make items uniform in thickness and of identical thickness for each type of item; gage back of stone if necessary.
  2. Dress joints straight and at right angle to face, unless otherwise indicated.
- C. Fabricate molded work to produce stone shapes with a uniform profile throughout entire unit length and with precisely formed arris slightly eased to prevent snipping, and matched at joints between units.
1. Produce moldings with machines having abrasive shaping wheels made to reverse contour of molding shape; do not sculpt moldings.
  2. Miter moldings at corners, unless otherwise indicated, with edges of miters slightly eased at outside corners.
  3. Arrange panels with veining vertical.

## 2.8 MIXES

- A. Spotting Plaster: Stiff mix of molding plaster and water.
- B. Mortar: Comply with referenced standards and with manufacturers' written instructions to produce mortar of uniform quality and with optimum performance characteristics.
  - 1. Do not use admixtures, unless otherwise indicated. Do not use calcium chloride.
  - 2. Combine and thoroughly mix materials in a mechanical batch mixer. Discard mortar when it has reached initial set.
- C. Setting Mortar: Comply with ASTM C 270, Proportion Specification; Type **[N]** **[O]**. D.  
Pointing Mortar: Comply with ASTM C 270, Proportion Specification; Type **[N]** **[O]**.
  - 1. Pigmented Pointing Mortar: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1:10, by weight.
  - 2. Colored-Aggregate Pointing Mortar: Produce color required by combining colored aggregates with Portland Cement of selected color.
- E. Grout: Comply with mixing requirements of referenced ANSI standards and with manufacturer's written instructions.

## PART 3 - EXECUTION

### 3.1 SETTING OF STONE, GENERAL

- A. Do necessary field cutting as stone is set. Use power saws with diamond blades to cut stone. Cut lines straight and true, with edges eased slightly to prevent snipping.
- B. Contiguous Work: Provide reveals and openings as required to accommodate contiguous work.
- C. Set stone to comply with requirements indicated on Drawings and Shop Drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure stone in place. Shim and adjust anchors, supports, and accessories to set stone accurately in locations indicated, with edges and faces aligned according to established relationships and indicated tolerances.

### 3.2 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/8 inch in 96 inches maximum.
- B. Variation from Level: For lintels, sills, chair rails, horizontal bands, horizontal grooves, and other conspicuous lines, do not exceed 1/8 inch in 10 maximum.

- C. Variation in Joint Width: Do not vary joint thickness more than 1/16 inch or 1/4 of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Stone Units (Lipping): Do not exceed 1/32-inch difference between planes of adjacent units.

### 3.3 INSTALLATION OF STONE

- A. Set units firmly against setting spots. Locate setting spots at anchors and spaced not more than 18 inches apart across back of unit, but provide no less than 1 setting spot per 2 sq. ft., unless otherwise indicated.
  - 1. Moisture Exposure: Use Portland Cement mortar for setting spots where stone is applied to inside face of exterior walls and at other locations where stone or cavity will be exposed to moisture.
- B. Set units on direct-mount anchoring system with anchors securely attached to stone and to backup surfaces. Comply with recommendations in ASTM C 1242.
- C. Minimum Anchors: Provide anchors at a maximum of 24 inches o.c. around perimeter of interior stone facing panels with a minimum of 4 anchors per panel.
- D. Minimum Anchors: Provide a minimum of 4 anchors per panel up to 12 sq. ft. in face area, plus a minimum of 2 additional anchors for each additional 8 sq. ft.
- E. Grout joints after setting.

### 3.4 GROUTING JOINTS

- A. Grout stone to comply with ANSI A108.10. B.  
Remove temporary shims before grouting.
- C. Tool joints uniformly and smoothly with plastic tool.

### 3.5 POINTING JOINTS WITH MORTAR

- A. Prepare stone-joint surfaces for pointing with mortar by removing temporary shims, dust, and mortar particles. Where setting spots occur at joints, rake out excess setting mortar or plaster to a depth of not less than 1/2 inch.
- B. Point stone joints by placing pointing mortar in layers not more than 3/8 inch. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer. Apply mortar first to areas where depths are greater than surrounding areas until a uniform depth is formed.
- C. Tool joints when pointing mortar is thumbprint hard. Use a round jointer having a diameter 1/8 inch larger than width of joint.

### 3.6 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean interior stone facing as work progresses. Remove adhesive, grout, mortar, and sealant smears immediately.
- B. Clean interior stone facing no fewer than six days after completion of grouting and pointing, using clean water and soft rags or stiff-bristle fiber brushes. Do not use wire brushes, acid-type cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods that could damage the stone.

END OF SECTION 09 75 00