

TORNILLO SHARED USE PATH

EL PASO COUNTY, TEXAS

TxDOT CSJ 0924-06-560

BID 19-031

PROJECT

STP 2019(961)TAPS

PROPOSAL

100% SUBMITTAL

Submitted on 06/28/2019



**OPENING DATE:
September 30, 2019**

TABLE OF CONTENTS

- A. EL PASO COUNTY CODE OF ETHICSTRAINING AFFIDAVIT
- B. INVITATION TO BID
- C. MEMORANDUM TO ALL VENDORS
- D. INSTRUCTIONS TO BIDDERS
- E. SCOPE OF WORK
- F. BID PRICE SHEET
- G. ADDENDUM ACKNOWLEDGEMENT
- H. PROPOSAL FORM
- I. NOTICE TO CONTRACTORS
- J. BID BOND
- K. CONTRACT AGREEMENT
- L. CONTRACTOR'S ASSURANCE
- M. BID FORM (LUMP SUMP CONTRACT)
- N. UNIT PRICES
- O. GENERAL NOTES
- P. PAYMENT BOND
- Q. PERFORMANCE BOND
- R. NON-COLLUSION AFFIDAVIT OF CONTRACTOR
- S. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
- T. OWNER AND CONTRACTOR
- U. CHILD SUPPORT STATEMENT
- V. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS
- W. E-VERIFY CERTIFICATION
- X. APPRENTICESHIP ORDER AND LIST OF REQUIRED APPRENTICESHIP
- Y. ORDER OF THE COMMISSIONERS COURT OF EL PASO COUNTY REGARDINGAPPRENTICESHIP PROGRAM REQUIREMENTS
- Z. EL PASO COUNTY 2008 REQUIRED APPRENTICESHIP PROGRAMS
- AA. GENERAL PROVISIONS
- BB. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPESSION AND OTHER RESPOSABILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS
- CC. HEALTH INSURANCE BENFITS QUESTIONNAIRE
- DD. CONFLICT OF INTEREST QUESTIONNAIRE
- EE. CERTIFICATION OF INTEREST
- FF. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
- GG. INSURANCE REQUIREMENTS
- HH. BIDDER'S CHECK RETURN
- II. GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS
- JJ. REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION
- KK. TXDOT WAGE RATES
- LL. EXHIBITS
- MM. SOLICITATION CHECKLIST

**A. EL PASO COUNTY CODE OF ETHICS TRAINING
AFFIDAVIT**

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 CHAPTER 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 PROPOSAL 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 commissioner's 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 regarding Vendors. 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 proposal to be immediately disqualified from consideration of award.

Name _____

Title _____

Company
Name _____

Address _____

Signature _____

Date _____

B. INVITATION FOR BIDS

INVITATION FOR BIDS

The County of El Paso will receive Bids for Tornillo Shared Use Path, Bid 19-031, until Monday, September 30, 2019 at 2:00 P.M., to be turned in to 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.

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

The El Paso County is proposing to add an 8' to 12' wide (typical) shared use path along the east side of O.T. Smith Road in Tornillo, Texas. The proposed pedestrian and bicycle facility will begin just north of Alameda Avenue (SH 20), cross the Union Pacific Railroad (UPRR), and extend to 0.5 miles south of Interstate 10 (IH-10), approximately 2 miles long. The addition of the shared use path will enhance bicycle and pedestrian safety and provide access to the adjoining Coyote Park.

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before 12:00 p.m. on Tuesday, September 17, 2019. Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal 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; click button labeled "Directory", search for and select "Purchasing", click on button labeled "List of Bids".

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

C. MEMORANDUM TO ALL VENDORS



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. /Bids & More/Vendors List. Thank you for your cooperation. If you have any questions please contact us at (915)546-2048.

D. INSTRUCTIONS TO BIDDERS

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 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 posted on the County's website. It shall be the Bidder's responsibility to check the County website to verify if any Addenda have been 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 fully acquaint him/herself with the existing conditions of the site of the proposed work 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 County 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 County 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 County will award it to a responsible Bidder on the basis of the lowest bid as provided by law 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 Guarantee shall ensure 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 The County 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 the original contract price by more than twenty-five (25%), unless required to comply with a new law, rule, regulation, or judicial decision. The original contract price shall not be decreased by eighteen (18%) or more without the consent of the contractor.

9. CORRECTIONS

Erasures or other changes in the contractor's bid response 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 and applicable law. 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 substantially the form included in the Contract Documents in such number of copies as the County may require. If the Bidder objects to any provision in the form contract, it should be noted in the bid and suggested alternate language proposed.

- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) days of notice of award, 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 Government Code Section 2253.001 et seq. 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 County may grant, based upon reasons determined sufficient by the County, shall constitute a default, and the County 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 County 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.

E. SCOPE OF WORK

Tornillo Shared Use Path

TxDOT CSJ 0924-06-560

SCOPE OF WORK

The El Paso County is proposing to add an 8' to 12' wide (typical) shared use path along the east side of O.T. Smith Road in Tornillo, Texas. The proposed pedestrian and bicycle facility will begin just north of Alameda Avenue (SH 20), cross the Union Pacific Railroad (UPRR), and extend to 0.5 miles south of Interstate 10 (IH-10), approximately 2 miles long. The addition of the shared use path will enhance bicycle and pedestrian safety and provide access to the adjoining Coyote Park.

The project is funded through the Transportation Alternatives Set-Aside Program (TxDOT Funding) and work items for this project include demolition of existing roadway elements, construction of an asphalt shared use path, curb ramps, illumination, striping, railroad crossing improvements, and signage. Demolition and Preparation of Right of Way (ROW) will consist of the removal of existing appurtenances within the limits of the existing ROW. Proposed improvements include pavement widening and curb ramps; this work will consist of excavating portions of the existing roadway and removing existing pavement and subgrade. The project includes the construction of pedestrian elements in UPRR ROW, coordination with UPRR will be provided.

The proposed work has been divided into four separate phases.

Phase 1 - From Drake Street Intersection (STA 21+50) to Project End (STA 104+80):

Installation of shared use path and associated amenities along eastern roadway edge and/or abutting ROW

Phase 2 - From Railroad Drive (STA 2+00) to Drake Street Intersection (STA 21+50):

Widening of existing pavement width along the western roadway edge by placement of new asphalt pavement (width varies).

Phase 3 - From Railroad Drive (STA 2+00) to Drake Street Intersection (STA 21+50):

Installation of shared use path and associated amenities along eastern roadway edge and/or abutting ROW

Phase 4 - From Alameda Avenue (SH 20) (STA 0+00) to Railroad Drive (STA 2+00):

Installation of shared use path and associated amenities within railroad ROW

Roadway is closed to traffic and detoured through Oil Mill Drive.

END SCOPE OF WORK

F. BID PRICE SHEET



BID PRICE SHEET

Tornillo Shared Use Path, Bid 19-031

Vendor must meet or exceed specifications

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, one hard copy and four (4) electronic copies in Word/PDF Format of your bid. The electronic copies must reflect the original hard copy.

Tornillo Shared Use Path – Base Bid I

NO.	ITEM-CODE		BRIEF DESCRIPTION OF ITEM	UNIT	APPROX. QTY.	UNIT PRICE	TOTAL AMOUNT	DEPT USE ONLY
	ITEM- NO.	S.P. NO.						
BASE BID I UNIT PRICE SCHEDULE								
TXDOT CSJ: 0924-06-560								
1	100 6002		PREPARING ROW	STA	123			
2	104 6021		REMOVING CONC (CURB)	LF	65			
3	105 6005		REMOVING STAB BASE AND ASPH PAV (3")	SY	1,808			
4	110 6001		EXCAVATION (ROADWAY)	CY	1,350			
5	110 6003		EXCAVATION (SPECIAL)	CY	12			
6	132 6009		EMBANKMENT (ORIGINAL) (ORD COMP) (TY A)	CY	7,996			
7	247 6041		FL BS (CMP IN PLC) (TYA GR1-2) (FNAL POS)	SY	2,810			
8	251 6034		REWORK BS MTL (TYC) (8") (ORD COMP)(TYA)	CY	14,742			
9	310 6014		PRIME COAT (SS-1H)	GAL	7,373			
10	340 6050		D-GR HMA(SQ) TY-C PG 70-22	TON	149			
11	340 6122		D-GR HMA(SQ) TY-D PG 70-22	TON	1,392			
12	416 6002		DRILL SHAFT (24 IN)	LF	552			
13	432 6001		RIPRAP (CONC)(4 IN)	CY	2			
14	432 6026		RIPRAP (STONE COMMON) (DRY) (18 IN)	CY	187			
15	450 6051		RAIL (HANDRAIL) (TY E)	LF	80			
16	460 6003		CMP (GAL STL 24IN)	LF	8			
17	460 6004		CMP (GAL STL 30IN)	LF	15			
18	466 6097		HEADWALL (CH – FW – 0) (DIA = 24 IN)	EA	1			
19	466 6132		HEADWALL (CH-PW-S) (DIA=30IN)	EA	1			
20	496 6006		REMOV STR (HEADWALL)	EA	2			
21	500 6001		MOBILIZATION	LS	1			
22	502 6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12			
23	506 6020		CONSTRUCTION EXITS (INSTALL) (TY I)	SY	1,451			
24	506 6024		CONSTRUCTION EXITS (REMOVE)	SY	1,451			
25	506 6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	15,405			
26	506 6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	15,405			

27	506 6042		BIODEG EROSN CONT LOGS (INSTL) (18")	LF	486			
28	506 6043		BIODEG EROSN CONT LOGS (REMOVE)	LF	486			
29	529 6003		CONC CURB (TY II A)	LF	21,600			
30	529 6036		CONCRETE CURB (SPECIAL)	LF	3,100			
31	530 6010		INTERSEC DRV WAYS & TURNOUT (CONC)	SY	1,272			
32	531 6004		CURB RAMPS (TY 1)	EA	2			
33	531 6013		CURB RAMPS (TY 10)	EA	9			
34	540 6001		MTL W-BEAM GD FEN (TIM POST)	LF	600			
35	544 6001		GUARDRAIL END TREATMENT (INSTALL)	EA	2			
36	644 6001		IN SM RD SN SUB&AM TY 10 BWG (1) SA (P)	EA	45			
37	658 6007		INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2	EA	96			
38	662 6063		WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	2,030			
39	662 6095		WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	6,299			
40	666 6012		REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	2,030			
41	666 6042		REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	240			
42	666 6048		REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	66			
43	666 6120		REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	LF	260			
44	666 6126		REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	3,264			
45	666 6170		REFL PAV MRK TY II (W) 4" (SLD)	LF	2,030			
46	666 6180		REFL PAV MRK TY II (W) 12" (SLD)	LF	240			
47	666 6182		REFL PAV MRK TY II (W) 24" (SLD)	LF	66			
48	666 6205		REFL PAV MRK TY II (Y) 4" (BRK)	LF	2,936			
49	666 6207		REFL PAV MRK TY II (Y) 4" (SLD)	LF	4,398			
50	677 6001		ELIM EXT PAV MRK & MRKS (4")	LF	5,427			
51	678 6001		PAV SURF PREP FOR MRK (4")	LF	5,554			
52	678 6006		PAV SURF PREP FOR MRK (12")	LF	240			
53	678 6008		PAV SURF PREP FOR MRK (24")	LF	66			
54	1005 6003		LOOSE AGGR FOR GROUNDCOVER (TYPE III)	CY	2			
55	ELP1		RAILROAD TRACKS CROSSING IMPROVEMENTS	LS	1			
56	ELP2		PEDESTRIAN ILLUMINATION 10' SOLAR LED	EA	97			
57	ELP 3		FIXED BOLLARS	EA	64			
Total BASE BID I; (Items 1 – 57)					Total:			

Tornillo Shared Use Path – Base Bid II

NO.	ITEM-CODE		BRIEF DESCRIPTION OF ITEM	UNIT	APPROX. QTY.	UNIT PRICE	TOTAL AMOUNT	DEPT USE ONLY
	ITEM- NO.	S.P. NO.						
BASE BID II (LANDSCAPING) UNIT PRICE SCHEDULE								
TXDOT CSJ: 0924-06-560								
1	161 6012		GENERAL USE COMPOST	CY	2			
2	162 6003		STRAW OR HAY MULCH	SY	10,193			
3	164 6033		DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	10,193			
4	170 6001		IRRIGATION SYSTEM	LS	1			
5	192 6009		PLANT MATERIAL (GROUP I)(OCTILLO)	EA	205			
6	192 6010		PLANT MATERIAL (GROUP II)(YUCCA,BEAR,ETC)	EA	400			
7	192 6021		PLANT MATERIAL (5 GAL) (TREE)	EA	15			
8	192 6044		PLANT MATERIAL (MIN 2" CAL) (B&B)	EA	35			
9	193 6001		PLANT MAINTENANCE	MO	3			
10	1002 6002		LANDSCAPE AMENITY (TY 1) BOULDER	EA	514			
11	1002 6003		LANDSCAPE AMENITY (TY 2) BENCH	EA	13			
12	1002 6004		LANDSCAPE AMENITY (TY 3) TRASH RECEPT.	EA	14			

13	1002 6005		LANDSCAPE AMENITY (TY 4) MUTT MITT DISP.	EA	6			
14	1002 6006		LANDSCAPE AMENITY (TY 5) MILE MARKER	EA	8			
15	1005 6001		LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	116			
16	1005 6002		LOOSE AGGR FOR GROUNDCOVER (TYPE II)	CY	119			
Total BASE BID II; (Items 1 – 16)						Total:		

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number (Applicable to Grant Funded Project)

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

G. ADDENDUM ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1

ADDENDUM NO. 2

ADDENDUM NO. 3

ADDENDUM NO. 4

ADDENDUM NO. 5

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the El Paso County or other designees.

H. PROPOSAL FORM

PROPOSAL FORM

TEXAS DEPARTMENT OF TRANSPORTATION 2014 SPECIFICATIONS WORK CONSISTING OF DRAINAGE & STREET IMPROVEMENTS EL PASO COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 261 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee. This project will be a standard work week.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the El Paso County in the following amount:

FIFTY THOUSAND (Dollars) (**\$50,000**)

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2L of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed:** **

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

• Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

* **When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

Notes.

I. NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2L FOR EACH ITEM LISTED IN THIS PROPOSAL.

J. BID BOND

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 "El Paso County", 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 Tornillo Shared Use Path.

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 County 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 County the difference between the amount specified in said Bid and the amount for which the County 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, 20____, 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 County 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.

If Bidder is a Corporate, required: 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

K. CONTRACT AGREEMENT

CONTRACT AGREEMENT

WITNESSETH, that the Contractor and The County 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 I and Base Bid II, and required supplemental work for the Tornillo Shared Use Path, 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 County 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 Fixed Price Construction Contract.

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
- j. Fixed Price Construction Contract (see sample contract included in this bid)

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

L. CONTRACTOR'S ASSURANCE

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following:

- | | |
|-------------------|--|
| Special Provision | "Certification of Nondiscrimination in Employment" |
| Special Provision | "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) – As Amendment |
| Special Provision | "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246) |
| Form FHWA 1273 | "Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more.) |

M. BID BOND (LUMP SUM CONTRACT)

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date _____

Project No. 19-031Tornillo Shared Use Path

Proposal 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) and authorized to do business in Texas.

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Tornillo Shared Use Path that consists of the following:

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

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 proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed: of the Owner and to fully complete the project within 261 working days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 785.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date

Addendum Number

BID FORM (LUMP SUM CONTRACT)

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 7 days and deliver a Payment Bond, a Performance Bond, and Insurance Certificate(s) 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 bonds 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

N. UNIT PRICES

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 7 days and deliver a Payment Bond, a Performance Bond, and Insurance Certificate(s) 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 bonds 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

O. GENERAL NOTES

General Notes:

Tests to be in accordance with Texas Department of Transportation Standard Test Methods

**Table 1
Compaction Requirements for Base Courses**

Item	Description	Outside Roadway Course Density
132 ^{1,2,3}	Embankment (Final) (Density Control) (TY A)	(See Below)

1. To a depth of 6 in. below natural ground scarify and compact to a 95% minimum.
2. From natural ground to 24 in. below finished subgrade, 95% minimum compaction.
3. From 24 in. below finished subgrade to finished subgrade, 95% minimum compaction.

**Table 2
Basis of Estimate**

Item	Description	Rate
310	Prime Coat (SS-1H)	0.20 gal./sq. yd.
341	Dense-Graded Hot-Mix Asphalt D-GR HMA TY-D PG70-22 D-GR HMA TY-C PG70-22	1.98 Tons/CY 1 in. = 110 #. /SY

1. Deviation from the rates shown will require approval.

General Requirements

The project consists of the construction of an 8 ft. – 12 ft. wide shared use path of asphalt pavement, concrete curb, concrete driveways, illumination, striping, and landscaping work.

Maintain the entire project area in a neat and orderly manner throughout the duration of the work. Remove all construction litter and undesirable vegetation within the right of way inside the project limits subsidiary to the various bid Items.

Become familiar with project site prior to submitting bids.

Where night-time work is approved by The County of El Paso, provide adequate lighting for the entire work site as directed, subsidiary to the various bid Items.

Comply with all Occupational Safety & Health Administration (OSHA) and United States Environmental Protection Agency (EPA) regulations as well as all local and State requirements.

Refer to the various traffic control plan project overview sheets for the proposed sequence of work. Changes will not be permitted, except as approved in writing by the Engineer.

Plan datum for this project is NAVD 88.

Known utility line conflicts are identified on the plans and have been coordinated with the respective utility company. Contractor shall maintain the traffic control during utilities adjustment and/or relocation work.

The Contractor shall inform the County of El Paso or its designated representative and the

respective utility companies when it becomes apparent that an unforeseen utility line will interfere with work in progress and shall allow the respective utility company to enter the site and adjust and /or relocate its utility line(s).

Repair all existing pavement, utilities, structures, etc. damaged as a result of the Contractor's operations at no additional cost to the County of El Paso.

Vibratory rollers will not be permitted for use on work within the project limits.

A geotechnical study was prepared for this project. The report will serve for general informational purposes only. Actual field conditions may vary.

Item 3L – Award and Execution of Contract

The Contractor warrants to the County of El Paso that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Completed work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Neither the final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use of the facility by the County of El Paso shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in their work and repair any damage to their work within a period of one (1) year from the date of final acceptance, unless a longer period is specified. The County of El Paso will give notice of observed defects with reasonable promptness.

Item 4L – Scope of Work

Provide vehicular and pedestrian access at all times including Saturdays, Sundays, and holidays. Access includes, but is not limited to, driveways, streets, parking areas, and walkways and is subsidiary to the various bid Items.

Schedule and perform all work to assure proper drainage during construction operations. All labor, tools, equipment and supervision required, to ensure drainage, removal, and handling of water is considered incidental work.

Maintain all Contract Items until final acceptance of the project.

Item 5L – Control of the Work

The County of El Paso will furnish horizontal and vertical reference points. The Contractor shall verify all dimensions and grades before proceeding with the work. Report any discrepancies found immediately to the County of El Paso or its designated representative, otherwise the Contractor shall be held responsible for their correctness.

The Contractor shall verify all typical cross-sections prior to commencing construction. The

cross sections may be adjusted if necessary, to better fit field conditions when approved by the County of El Paso and/or Engineer.

The Contractor shall pay special attention to the utility sheets, corresponding sequence of work, and shall coordinate field locations of all utilities with the appropriate utility companies, in order to minimize conflicts during construction operations. Damage incurred to any utility, which in the determination of the County of El Paso or its designated representative could have been prevented, shall be repaired or replaced by the Contractor at his expense as directed by the County of El Paso or its designated representative.

Item 7L – Legal Relations and Responsibilities

Comply with all Federal, State, and Local Laws, ordinances, and regulations that affect the performance of the work. The roadway must be open to traffic at all times. Maintain access to adjacent property at all times. Comply with all requirements of the Environmental Permits Issues and Commitments (EPIC).

Dispose of all waste materials in compliance with Local, State, and Federal regulations. Submit list of all approved waste sites to the County of El Paso for review.

Do not discharge any liquid pollutant from vehicles onto the roadside. Immediately clean spills and dispose in compliance with local, state, and federal regulations to the satisfaction of the Engineer at no additional cost to the Department.

Occupational Safety & Health Administration (OSHA) regulations prohibit operations that bring people or equipment within 10 ft. of an energized electrical line. Where workers and/or equipment may be close to an energized electrical line, notify the electrical power company and make all necessary adjustments to ensure the safety of workers near the energized line.

Any materials not reused and determined to be salvageable shall be stored within the project limits at an approved location or delivered undamaged to the storage yard as directed.

Item 8L – Prosecution and Progress

Working days are calculated in accordance with “Standard Workweek.”

A CPM (Critical Path Method) schedule is required for this project conforming to “Critical Path Method”. Provide updates as directed by the County of El Paso.

Prior to beginning operations, schedule and attend a preconstruction conference with The County of El Paso. Provide the County of El Paso a written outline of the proposed sequence of work (Bar Chart Schedule) and an estimated progress schedule.

Begin work 90 calendar days after the authorization date to begin work. Do not begin work before or after this period unless authorized in writing by the Engineer.

Keep traveled surfaces used in hauling operations clear and free of dirt or other material.

Maintain thru traffic at all times on within the project limits.

Protect from damage and destruction all areas of the right of way, which are not included in the actual limits of the proposed construction areas. Exercise care to prevent damage to trees, vegetation, and other natural features.

Protect trees, shrubs, and other landscape features from abuse, marring, or damage within the actual construction and/or fenced protection areas designated for preservation. Restore any area disturbed or damaged to a condition “as good as” or “better than” prior to start of construction operation. This work will be at the Contractor’s expense.

An overall project Notice-to-Proceed will be issued for the entire duration of the project. Work beyond the total number of working days will result in assessment of Liquidated Damages as per the project specifications.

This project consists of a Construction Sequencing Plan containing phases that will be completed in the order described below:

**Table 3
Construction Sequencing**

Sequence	Phase	Description of Work	Construction Sequence	Contract Time
1	#1	<p>Work from Drake Street intersection (Sta. 21+50) to Project End (Sta. 104+80)</p> <ul style="list-style-type: none"> Installation of shared use path and associated amenities along eastern roadway edge and/or abutting ROW 	BC(1)-14; BC(2)-14; BC(3)-14; BC(4)-14; BC(5)-14; BC(6)-14; BC(8)-14; BC(9)-14; BC(10)-14; BC(11)-14; BC(12)-14; TCP(1-1)-18; TCP(1-3)-18; TCP(2-1)-18; TCP(2-3)-18; WZ(STPM)-13; WZ(BRK)-13	105 Days
2	#2	<p>Work from Railroad Drive (Sta. 2+00) to Drake Street intersection (Sta. 21+50)</p> <ul style="list-style-type: none"> Widening of existing pavement width along the western roadway edge by placement of new asphalt pavement (width varies) 	BC(1)-14; BC(2)-14; BC(3)-14; BC(4)-14; BC(5)-14; BC(6)-14; BC(8)-14; BC(9)-14; BC(10)-14; BC(11)-14; BC(12)-14; TCP(1-1)-18; TCP(1-3)-18; TCP(2-1)-18; TCP(2-3)-18; WZ(STPM)-13; WZ(BRK)-13	47 Days

Sequence	Phase	Description of Work	Construction Sequence	Contract Time
3	#3	<p>Work from Railroad Drive (Sta. 2+00) to Drake Street intersection (Sta. 21+50)</p> <ul style="list-style-type: none"> Installation of shared use path and associated amenities along eastern roadway edge and/or abutting ROW 	BC(1)-14; BC(2)-14; BC(3)-14; BC(4)-14; BC(5)-14; BC(6)-14; BC(8)-14; BC(9)-14; BC(10)-14; BC(11)-14; BC(12)-14; TCP(1-1)-18; TCP(1-3)-18; TCP(2-1)-18; TCP(2-3)-18; WZ(STPM)-13; WZ(BRK)-13	72 Days
4	#4	<p>Work from Alameda Avenue (SH 20) (Sta. 0+00) to Railroad Drive (Sta. 2+00)</p> <ul style="list-style-type: none"> Installation of shared use path and associated amenities within railroad ROW Widening of existing pavement width along the eastern roadway edge by placement of new asphalt pavement (width varies) 	BC(1)-14; BC(2)-14; BC(3)-14; BC(4)-14; BC(5)-14; BC(6)-14; BC(7)-14; BC(8)-14; BC(9)-14; BC(10)-14; BC(11)-14; BC(12)-14; TCP(1-1)-18; TCP(1-3)-18; TCP(2-1)-18; TCP(2-3)-18; WZ(STPM)-13; WZ(RCD)-13; WZ(BRK)-13	37 Days

TOTAL 261 Days

Item 9L – Measurement and Payment

Submit Material on Hand (MOH) payment requests at least five (5) working days before the end of the month for payment consideration on that month’s estimate.

The cut off date for purposes of monthly pay applications will be 3 working days prior to the end of the month.

Item 100 – Preparing Right of Way

Refer to Specification for additional list of items covered under this item. All existing concrete curb, riprap, flumes, driveways, asphalt, pavement milling, and concrete pavement structures, trees, metal beam guard fence, guardrail end treatments, terminal anchor sections, and other miscellaneous items not specifically quantified on the demolition plans to be removed will be paid under this item.

This item will be used to remove the top 5 in. of existing material and soil on the center medians where shown on the plans.

Displaced and/or relocated trees and shrubs shall be paid for under this item.

Maintain 18-inches of cover during construction for all underground utilities.

All aerial telephone, triplex, conductors, cable, etc. shall remain undisturbed, unless otherwise noted.

Item 104 – Removing Concrete

All work items required to saw-cut the existing concrete sidewalks, driveways, curb and gutter, etc. as shown on the plans, or as directed is subsidiary to this Item.

Item 105 – Removing Treated and Untreated Base and Asphalt Pavement

Use this Item to remove base material and asphalt as shown on the plans.

All removed material shall become the property of the Contractor and shall be hauled off from the site and disposed of properly in accordance with all governing requirements.

Item 110 – Excavation

To eliminate all drop-off conditions, construct tapers as directed. This work will not be paid for directly but will be considered subsidiary to this Item.

All suitable excavated materials shall be utilized, insofar as practical, in constructing the required sections or as directed by the Engineer. Unsuitable roadway excavation and excavation more than that is needed shall become the property of Contractor, to be disposed of off-site, in accordance with local, state, and federal requirements.

Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods." Compact to 95% minimum compaction in accordance with Section 132.3.4.2., "Density Control."

Item 110 – Excavation (Special):

Pothole and identify possible utility conflicts along proposed conduit installation and proposed drill shaft foundations.

Pothole as directed to the proposed ground boxes, foundations, and conduit locations. This work shall be accomplished prior to commencement of the installation/construction of the above mentioned facilities.

The intent is to determine if any conflicts with other buried utilities or structures exist. When a conflict exists, the engineer shall be notified to determine if additional exposure of the conflict is required.

Fill the potholes up to the bottom of the pavement surface after excavating with material from the hole and compact to 95% density. The holes shall then be patched with a suitable hot mix asphalt concrete material or earthen material as directed by the Engineer. The Contractor shall then maintain these patches in good repair until the completion of work. Equipment, labor, and materials associated with this work shall be considered subsidiary to the various bid items.

Inform the Engineer and the respective utility companies when it becomes apparent that utility lines shall interfere with work in progress.

Item 132 – Embankment

Scarify and compact top 6 in. of existing roadway as directed before additional embankment or base course is placed, subsidiary to this Item.

Compact the side slopes of the embankment to control erosion work will be subsidiary to this Item.

Contractor shall remove and replace existing fence, barbed wire, or other appurtenances along the project to allow for proposed grading of the project site. The contractor is responsible to coordinate efforts with both the adjacent property owner(s), and the County of El Paso field representative before beginning any removals. All work and materials needed for removal and replacement of existing fence, barbed wire, and appurtenances shall be subsidiary to this item.

Use density control to compact subgrade. Subsidiary to this Item.

Item 161 – Compost

The Contractor shall furnish, and place compost as shown on the plans or as directed.

Item 162 – Sodding for Erosion Control

The Contractor shall provide and install grass sod as shown on the plans or as directed.

Item 164 – Seeding for Erosion Control

The Contractor shall provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed.

Item 170 – Irrigation System

Adjustment and/or relocation of existing irrigation system lines as necessary to accommodate the proposed site improvements shall not be paid for directly but considered subsidiary to this Item.

Install a drip system and new irrigation components in the areas shown on the irrigation layout sheets. Special care should be taken to protect plant roots. Install proposed emitters as shown on the Irrigation Details sheet. All work, materials, and labor required for connection are subsidiary to this Item.

Provide Schedule 80 PVC rated for direct sunlight exposure for all above ground pipe including risers and swing-joint components.

It is the Contractor's responsibility to verify water pressure, water source and size in the field prior to construction. Measure pressure on outflow side of meter and provide information to The County of El Paso to verify system function.

Design pressure should be between 50-60 psi. Should a discrepancy exist between design pressure and field pressure, the Landscape Architect shall be notified immediately. Do not proceed with irrigation work until notified by The County of El Paso or its designated representative.

Drawings are generally diagrammatic and indicative of the work to be installed. All irrigation components are to be located in landscape areas, not paved areas. Components may be shown outside of planting areas for legibility. Alternate plans submitted by the Contractor must be sealed by a Licensed Irrigator and submitted for approval.

Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, and sleeves that may be required. Investigate site conditions affecting all work and plan accordingly, furnishing such offsets, fittings, borings, and sleeves as may be required to meet site conditions as directed. This work and materials are subsidiary to this Item.

Contact and coordinate with The County of El Paso Public Works and the El Paso County Tornillo Water Improvements District (EPCTWID) to verify meter locations prior to installation. Obtain all required permits and licenses and pay all fees necessary for the installation and operation of the proposed irrigation system subsidiary to this Item.

The Contractor shall stake the location of all trees prior to trenching. Tree location takes precedence. Trenching through root balls is not allowed. Trenches must be 24" minimum away from tree trunks. Stake out emitter units and piping locations prior to trenching. After approval by the Landscape Architect, equipment installation may begin.

All piping/wiring running beneath paved surfaces (drives, walks, etc.) shall be installed in schedule 40 PVC sleeves which are at least 1" larger than all pipe contained in sleeves or sleeves must be 2 x the diameter size of pipe encased, whichever is greater. Mark ends of sleeves on curbing or sidewalks. Extend sleeve twenty-four inches (24") beyond edge of hard surfaces; wrap ends with minimum 4 mil plastic and tape with heavy duty plastic tape or approved equal. Gray cloth duct tape is not acceptable.

If sleeving is omitted, install the irrigation system using the bore method when crossing existing roadways and driveways as directed. All bores are subsidiary to this Item.

All pipe cuts shall be mitered to 90 degrees to assure proper solvent weld. All burrs shall be removed prior to gluing and must have a filed beveled edge a minimum of one fourth (1/4) the width of pipe wall. Pipe must be cleaned with PVC cleaner and primer applied as recommended by manufacturer when gluing process is undertaken. Primer should be moist as glue is applied and PVC piping is assembled. Use primer. Use gray glue heavy duty. When pipe is set in socket give 1/4 turn. Wipe off all excess cement and let set per manufacturer's recommendations. Initial set times shall be minimum of 5 min. For 1/2" to 1-1/4" pipe; 8 min. For 1-1/2" pipe to 2" pipe; 2 hours for 2-1/2" to 6" pipe. Cure times are 20 min for 1/2" to 1-1/4" pipe; 30 min. For 1-1/2" pipe; 4 hours for 2-1/2" pipe. When humidity exceeds 60% increase cure time by 50%. Once weld is set, pipe shall not be moved for any reason until set times have been achieved. Water shall not be turned on until all cure times have been achieved.

The County of El Paso or its designated representative must be present during all flushing, testing and adjusting. The Contractor must provide 24-hour notice to the Engineer prior to conducting the tests. Flushing must be performed prior installing dripline. Hydrostatically test irrigation main line and laterals for a 24-hour period and present the results in writing to The County of El Paso or its designated representative. Secure approval for any alternative locations before installation.

The finish grade of all trenched areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. Overfill trenches and compact so not to crush the pipe. Inspect trenches for settling and backfill and regrade if necessary. Remove and dispose of rocks larger than 1-inch.

Repair any damages caused by construction efforts to the existing irrigation.

Perform irrigation system work under the supervision of a person possessing an irrigator's license issued by the TCEQ and provide documentation of this license. Ensure that all zones are functioning properly and providing adequate moisture to maintain healthy plants using an approved watering schedule. Repair system using replacement parts of the same type and manufacturer as originally installed or approved equal. Provide plant irrigation by an approved alternate method at no cost to the Department if the system fails due to the Contractor's actions or neglect. This work is subsidiary to this Item.

Do not willfully install the irrigation system as shown on the plans when it is obvious in the field that obstructions, grade differences, discrepancies in area dimensions, or conflict between plans and the irrigation design exist, notify The County of El Paso or its designated representative in writing. Consider this work incidental to the project. Contractor will assume full responsibility in the event this notification is not performed.

Do not proceed with installation of conflicting irrigation components until written clarification is received.

Watering time: set per local watering codes. Initially set the controller for 40 min. 3 times per week. Increase run time if needed if plants appear stressed.

Fine tune and adjust the irrigation system so that no water runs onto the street or walks. If necessary, use multiple run times with 2-hour soak times in between cycles. Do not decrease total run time per week.

Maintain all work until it is complete and accepted. The maintenance and plant establishment period begin after work is accepted. Warranty/maintenance period is one year from date of acceptance.

At the final walkthrough inspection upon completion of the project, furnish a set of 11x17 as-built plan sheets prepared by a qualified draftsman. Show all system changes, rerouting of main and lateral lines, size of water meters installed along with the location address and meter number. Provide any manufacturer literature and warranty documents for the irrigation system components for submission to the agency responsible for maintenance. Submit a copy of the backflow test report and provide irrigation system operation manuals and controller transmitter to

the County of El Paso Public Works Representative. This work is subsidiary to this Item.

Irrigation system must be installed and operational prior to planting.

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), P.O. Box 22. 13087, Austin, TX 78711. Contractors must follow requirements of TCEQ. Include instructions covering full operation, care, and maintenance of the equipment. Instruct designated personnel in proper operation of the system. Plans must be on site at all times. A licensed irrigator must oversee the work.

Inspect the irrigation system and make repairs every two weeks or upon notification by The County of El Paso. Periodic adjustments of the irrigation system controllers may be required if run-off occurs or the plants are not in a healthy growing condition. The Contractor shall contact The County of El Paso if more than 5 trees appear to be in a stressed condition. The Contractor shall inspect the base of the plants and trees to confirm that the plants are receiving water. Replace any emitters that seem to be clogged.

Item 192 – Landscape Planting

Protect newly graded areas from traffic and erosion.

Refer to plans for utility locations. Gas lines cross planting areas. Do not machine excavate within 5' of gas lines. Do not place tree root balls within 5' of gas lines. Relocate trees with insufficient clearance from gas lines.

The terms “vegetative barrier” and “weed barrier” shall be used interchangeably.

Plant maintenance period is 1 year, unless otherwise directed by The County of El Paso.

Plant material, quality, size, and condition at nursery and when delivered at job site will be in accordance with American Standard for Nursery Stock, current edition, as published by The American Association of Nurserymen and the Texas Association of Nurserymen requirements. Provide written assurance that all materials necessary to complete the project as specified have been located 60 days prior to installation.

Plant material substitutions are not allowed without the written permission of the Landscape Architect. Requests for substitutions must be submitted no later than 2 weeks prior to the initiation of work. The sum of materials differing in kind and quality or size from that specified will be allowed only after proving that all means of obtaining and specified materials have been exhausted.

Trees and shrubs must meet the size requirements indicated on the legend. The Contractor may substitute a larger size due to availability but at no additional expense to The County of El Paso. Substitutions will only be allowed only after proving that all means of obtaining specified materials have been exhausted. Provide list of nurseries contacted when requesting substitutions.

Provide nursery grown plants that are tagged with nursery labels indicating species and variety. Remove nursery tags after acceptance of planted material at site. Nursery invoice may be

requested by The County of El Paso or Landscape Architect for further verification.

Photos of plant material from out of town nurseries may be submitted for approval. For trees, submit photos showing overall form and another "close-up" photo of the caliper being measured at the base. The County of El Paso or Landscape Architect still has the right of refusal at the site inspection.

The County of El Paso or Landscape Architect will be the judge of the quality and acceptability of all plant materials. All rejected material will be immediately removed from the site and replaced with acceptable materials as specified under this Item and no additional cost to The County of El Paso.

Trees and shrubs in leaf delivered to the site shall be covered with a canvas tarp during transport. Plastic tarps are prohibited. Plants may be transported to the site in an enclosed vehicle but must be unloaded immediately upon arrival.

Do not lift trees by the trunk. Lift by container.

Provide plants typical of their species or variety and have normal, well developed branches and vigorous root systems that are sound, healthy, free from defects, disfiguring knots, abrasions or the bark, sunscald injuries, plant diseases, insect eggs, borers and all other forms of infections.

Provide plant material that has a uniform shape around its complete circumference. Plant material with irregular branching patterns or with branching patterns more highly developed on one side than the other sides are not acceptable. Do not select trees with low fork branching pattern. Minimum height is 10'. Caliper is measured at 6" above the top root at the base of the trunk. Unless specifically noted on the plans, provide single-trunk trees that are straight, free of "dog-legs," "crooks," "y-crotches," or other disfiguring shapes, and that the central leader has not been pruned. Trees with double leaders are not acceptable unless specified as multi-trunked.

Ensure that container grown plant material has been established in its delivery container no less than six months but not more than two years. Root-bound material will not be accepted.

Use weed barrier specified on plans beneath areas receiving rock mulch.

Protect existing plants to remain within the work zone with orange plastic tape fence and stakes, or as directed. Materials and labor are subsidiary to this Item.

Prior to construction, meet with The County of El Paso in the field to review status and intentions for existing trees in project area. Flag existing trees designated in the plans to remain for identification and treat as described below.

Existing plant material damaged during construction activities will be replaced with a similar type and size of plant at no additional cost to the Department.

Install stakes and flagging around existing trees at the drip line (end of branches). Do not use machinery to remove gravel. Gravel must be removed by hand within the drip line of existing trees.

Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing or storing construction materials; flooding, eroding, or excessive wetting caused by watering operations.

Remove all wire, string, wire baskets, burlap, containers, etc. From the root ball of plants before backfilling the planting hole. Set plant material in planting pit to proper grade and alignment. Set plants so that the root ball is flush with finished grade. The top root where it meets the trunk is an indicator for planting depth.

Use native soil to backfill planting pit that is free from clay, lumps, coarse sand, stones over 1", plant roots, or other foreign materials. Remove impervious soil and large rocks. Water in to prevent air pockets and settling. Form a ring of soil around plants that are located on a slope to retain water.

Contact the County of El Paso or its designated representative if impervious soils are encountered. The County of El Paso or its designated representative may decide on a new location for the tree/plant or may require planting to proceed. See planting detail on detail sheets for more information for planting in impervious soils. Use soil stockpiled from planting pits for backfill for plants in impervious soils.

The finished grades of all planting areas shall be smooth, even, and free of humps, depressions or irregularities. See details to determine finish grade adjacent to concrete areas and walkways to allow for mulch thickness (if mulch is specified).

It shall be the Contractor's responsibility to prevent plants from falling or being blown over. Straighten and stake trees using guying method shown on the aesthetics detail sheet. Replace trees damaged due to lack of or improper staking at the Contractor's expense and at no additional cost to The County of El Paso.

Rabbit fencing for tree and plant protection is incidental to the tree and plant installation. Use three (3) layers of poultry netting when wrapping trees and plants. Staple netting to wooden surveyor stakes for plants. Hammer landscape staples through all layers into the ground. Place 2 staples between each plant surveyor stake for plants and 1 staple every 6" in mesh around trees. See details for tree and plant rabbit protection on the aesthetic detail sheet.

The location of traffic signage takes precedence over tree placement. With permission from The County of El Paso or its designated representative, relocate trees as needed so not to obstruct views or conflict with proposed signage locations. Verify sign placement prior to planting. Do not place center of plants with 4' of curb or edge of asphalt.

Do not dump gravel over plants or bury plants in gravel. See details for gravel placement adjacent to plants on the aesthetic detail sheet.

Irrigation system must be installed and operational prior to planting.

Contact the County of El Paso Public Works for inspections of the following:

- A. Tree review prior to installation
- B. Plant placement
- C. Final walkthroughs.

Item 193 – Landscape Establishment

The Contractor shall establish landscape plantings and maintain landscaped areas at designated locations.

Item 247 – Flexible Base

Preparation and compaction of the subgrade is considered subsidiary to this Item.

Payment for this Item will be measured to edge of pavement unless otherwise noted on the plans.

Item 251 – Reworking Base Courses

Refinish or rework existing base material with or without asphaltic concrete pavement. Incorporate new base material when shown on the plans.

Item 310 – Prime Coat

Prepare and treat existing or newly constructed surface with a bituminous material as shown or as directed by The County of El Paso or its designated representative. Apply blotter material as required.

Cure prime coat on the cement-stabilized material for at least 48 hr. prior to beginning hot-mix asphalt placement operations.

Item 340 – Dense Graded Hot Mix Asphalt (Small Quantity)

The construction of the final pavement surface at phase limits shall be completed at once in order to provide a seamless transition.

Do not use diesel, or solvents as asphalt release agents in production, transportation, or construction. A list of approved asphalt release agents is available from the district laboratory.

Schedule lay-down placement where uneven travel lanes are minimized and eliminated weekly.

Item 416 – Drilled Shaft Foundations

Stake all foundations and locations approved by the Engineer prior to commencement of drilling operations in order to ensure no conflicts with utility lines. Coordinate with the Utility companies for utility location within the project limits. Repair any damage to existing utilities to the satisfaction of the Engineer and the utility owner at no additional cost to the Department.

Use Class “C” concrete.

Cover drilled shafts with plywood and delineate them with cones, to the satisfaction of the Engineer, when not working in them and after work hours.

Replace faulty anchor bolts as directed. Do not weld anchor bolts.

Item 432 – Riprap

Provide Type II cement and Class B concrete.

Reinforce all concrete riprap using bar reinforcement conforming to Item 440, “Reinforcement for Concrete,” as shown on the plans, or as directed. For roadway illumination assemblies, riprap may include wire mesh per standard RID (2)-17.

Finish concrete riprap with a smooth (wood float) finish, unless otherwise directed.

Obtain approval for all stone riprap material sources.

Stone riprap shall be dry loose rock, and in accordance with the specification with Item 432, “Riprap,” for slope protection.

Item 450 – Railing

The Contractor will abide by TxDOT’s November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 450.

Item 460 – Corrugated Metal Pipe

The Contractor will abide by TxDOT’s November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 460.

Item 466 – Headwalls and Wingwalls

The Contractor will abide by TxDOT’s November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 466.

Item 496 – Removing Structures

The Contractor will abide by TxDOT’s November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 496.

Item 500 – Mobilization

The Contractor will abide by TxDOT’s November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 500.

Item 502 – Barricades, Signs, and Traffic Handling

Prior to beginning construction, the Contractor will submit for approval the routing of traffic and sequence of work.

Additional signs and barricades, placed as directed, will be considered subsidiary to this Item.

All TMA Operators must participate in a TMA workshop to be conducted by the El Paso District Safety Office, on the proper use of TMAs, prior to working on Department Right of Way (ROW). A certificate of completion will be issued to TMA Operators that successfully complete the TMA workshop. The certificate of completion must be carried by TMA Operators at all times while working on Department right of way.

In accordance with Section 7.2.6.1, designate, in writing, a Contractor Responsible Person (CRP) and a CRP alternate to take full responsibility for the set-up, maintenance, and necessary corrective measures of the traffic control plan. The CRP or CRP alternate must be present at site and implement the initial set up of every traffic control phase/stage, at each location, and/or each call out, for the entire duration of the project.

At the written request of the Engineer, immediately remove the CRP or CRP alternate from the project if, in the opinion of the Engineer, is not competent, not present at initial TCP set-ups, or does not perform in a proper, skillful, or safe manner. These individuals shall not be reinstated without written consent of the Engineer.

CRP and CRP alternate must be trained using Department approved training. Provide a copy of the certificate of completion to the Engineer for project records. Refer to Table 1 for Department approved Training.

**Table 6
Contractor Responsible Person and Alternate**

Provider	Course Number	Course Title	Duration	Notes
American Traffic Safety Services Association	TCS	Traffic Control Supervisor	2 days	
National Highway Institute	133112 133113	Design and Operation of Work Zone Traffic Control Work Zone Traffic Control for Maintenance Operations	1 day 1 day	Both courses are required to meet minimum required training.
Texas Engineering Extension Services	133112A	Design and Operation of Work Zone Traffic Control	3 days	
University of Texas Arlington Division for Enterprise Development	WKZ421	Traffic Control Supervisor	16 hours	Contact UTA for training needs.

All Contractor workers involved with the traffic control implementation and maintenance must participate and complete a Department approved training course. Provide a copy of the certificate of completion to the Engineer for project records. Refer to Table 2 for Department approved training.

**Table 7
Other Work Zone Personnel**

Provider	Course Number	Course Title	Duration	Notes
American Traffic Safety Services Association	TCT	Traffic Control Technician	1 day	
Texas Engineering Extension Services	HWS002	Work Zone Traffic Control	16 hours	Identical to HWS-410. Counts for 3-year CRP requirement.
National Highway Institute	133116	Maintenance of Traffic for Technicians	5 hours	Web based
National Highway Institute	134109-I	Maintenance Training Series: Basics of Work Zone Traffic Control	1 hour	Free, Web based
University of Texas at Arlington, Division for Enterprise Development	WKZ100	Work Zone Safety: Temporary Traffic Control	4 hours	Note name change. Free, Web based
TxDOT/AGC Joint Development	N/A	Safe Workers Awareness Highway Construction Work Zone Hazards	16 minutes 18 minutes	Videos available through AGC of Texas offices. English & Spanish
AGC America	N/A	Highway Work Zone Safety Training	1 day	
Texas Engineering Extension Service	HWS400	Temporary Traffic Control Worker	4 hours	Contact TEEX, if interested in course
TxDOT/AGC Joint Development	N/A	Work Zone Fundamentals	10 minutes	Videos available through ACT of Texas offices. English & Spanish

Contractor may choose to train workers involved with the traffic control implementation and maintenance with a Contractor developed training in lieu of Department approved training. Contractor developed training must be equivalent to the Department approved training shown in Table 2. Provide the Engineer a copy of the course curriculum for pre-approval, prior to conducting the Contractor developed training. Provide the Engineer a copy of the log of attendees after training completion for project records.

Acquire the TCP and TMA Operator’s certificates of completion prior to the authorization to begin work. No time suspension will be granted, and no traffic control work will be allowed without certificates of completion.

Existing regulatory signs, route marker auxiliaries, guide signs, and warning signs that must be removed due to widening shall be relocated temporarily and erected on approved supports at locations shown in the plans, or as directed. This work will not be paid for directly but considered subsidiary to this Item.

Notify the Department officials when major traffic changes are to be made, such as detours. Coordinate with the Department on all traffic changes. Advance notification for the following week's work must be made by 5 P.M. on Wednesdays.

Provide access to intersecting side roads and driveways at all times, unless otherwise directed.

Any change to the sequence of work or TCP, with approval, assumes the responsibility for any additional barricade signs and devices.

Use striping operations to channelize traffic into the newly completed roadway, as directed. Maintain shoulders and median areas in a condition capable of serving as emergency paths, as approved. This work will be subsidiary to this Item.

Use portable changeable message signs (PCMS) to alert public of construction activities two weeks prior to construction.

Use flaggers when directed. Provide two-way radio communication for all flaggers.

Place and maintain enough additional warning signs, beacons, delineators, and barricades to warn and guide the public of all hazards through the construction zone at all times, and as directed.

Use flashing arrow boards on all tapers for each lane closure.

Some signs, barricades, and channelization devices may not be shown at the precise or measured position. Place the barricades, devices, or signs, with approval, in positions to meet field conditions.

Fill any holes left by barricade or sign supports and restore the area to its original condition.

Use Type A flashing warning lights or delineators to mark open excavation, footings, foundations, or other obstructions near lanes that may be open to traffic, as directed.

For additional information pertaining to channelization, signing, spacing details, and flagging procedures required to regulate, warn, and guide traffic through project, refer to the "Barricade and Construction Standards," BC (1)-14 and to the current *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*.

Remove or cover signs that do not apply to current conditions at the end of each day's work.

Repair and/or replace all signs damaged by the public or due to weather events.

Repair or replace signs to be subsidiary to this item.

TCP SELECTION TABLE

LOCATION	TYPE OF WORK	STD SHEET	SHEET DESCRIPTION	SHEET DIAGRAM	SUGGESTED USE
O.T. SMITH ROAD	INSTALLATION OF SHARED USE PATH AND ASSOCIATED AMENITIES ALONG EASTERN ROADWAY EDGE AND/OR ABUTTING ROW. WIDENING OF EXISTING PAVEMENT WIDTH ALONG THE ROADWAY EDGE BY PLACEMENT OF NEW ASPHALT PAVEMENT (WIDTH VARIES)	BC (1)-14	GENERAL NOTES AND REQUIREMENTS	NA	GENERAL REQUIREMENTS AND INSTRUCTIONS OF USE OF TCP STANDARD SHEETS; PHASE 1-4
		BC (2)-14	PROJECT LIMIT	NA	PLACE SIGNS WITH APPROPRIATE SIZES AND DISTANCES INDICATING PROJECT LIMITS; PHASE 1-4
		BC (3)-14	WORK ZONE SPEED LIMIT	NA	ESTABLISH WORK ZONE SPEED LIMIT AND DETERMINE FREQUENCY AND DISTANCE BETWEEN SIGNS; PHASE 1-4
		BC (4)-14	TEMPORARY SIGN NOTES	NA	REVIEW FOR SIGN PLACEMENT; PHASE 1-4
		BC (5)-14	TYPICAL SIGN SUPPORT	NA	REVIEW FOR SIGN PLACEMENT; PHASE 1-4
		BC (6)-14	PORTABLE CHANGEABLE MESSAGE SIGN	NA	SIGN TO BE USED TO SHOW CURRENT INFORMATION ABOUT WORK ZONE CONSTRUCTION OR LANE CLOSURES; PHASE 1-4
		BC (7)-14	ARROW PANEL, REFLECTORS, WARNING LIGHTS, & ATTENUATOR	NA	FOR ALL LANE CLOSURES REQUIRING THE USE OF FLASHING ARROW BOARDS; PHASE 1-4
		BC (8)-14	CHANNELIZING DEVICES	NA	CHANNELIZED DEVICES TO BE USED FOR STATIONARY WORK ZONES DURING PATH AND PAVEMENT WIDENING CONSTRUCTION; PHASE 1-4
		BC (9)-14	CHANNELIZING DEVICES	NA	OPOSING TRAFFIC LANE DIVIDERS TO BE USED ALONG WORK ZONE DURING PATH AND PAVEMENT WIDENING CONSTRUCTION AND AT INTERSECTION OF OT SMITH AND ALAMEDA INDICATING TWO-WAY TRAFFIC; PHASE 1-4
		BC (10)-14	CHANNELIZING DEVICES	NA	CONES MAY BE USED AS CHANNELIZED DEVICES ALONG WORK ZONE DURING PATH AND PAVEMENT WIDENING CONSTRUCTION; PHASE 1-4
		BC (11)-14	PAVEMENT MARKINGS	NA	REMOVAL AND PLACEMENT OF PAVEMENT MARKINGS ALONG ROADWAY ON NEW ASPHALT PAVEMENT; PHASE 1-4
		BC (12)-14	PAVEMENT MARKING PATTERNS	NA	RECOMMENDED STRIPING CONFIGURATION FOR PROPOSED PAVEMENT; PHASE 1-4

(cont'd)	(cont'd)	TCP (1-1)-18	CONVENTIONAL ROAD SHOULDER WORK	TCP (1-1b)	TO BE USED DURING PAVEMENT WIDENING AND PATH CONSTRUCTION - SHORT TERM DURATION; FOR CONSTRUCTION FROM STA 4+50 TO STA 12+50, STA 21+50 TO STA 29+00, STA 37+00 TO STA 39+00; PHASE 1-2
		TCP (1-2)-18	ONE-LANE TWO-WAY TRAFFIC CONTROL	TCP (1-2b)	FLAGGERS TO BE USED FOR LANE CLOSURE DURING PAVEMENT WIDENING, STREET CROSSING PAVEMENT REPLACEMENT, MATERIAL DELIVERIES, AND OTHER SHORT-TERM OPERATIONS; FOR CONSTRUCTION FROM STA 0+00 TO STA 21+50, PHASE 2-4
		TCP (1-3)-18	TRAFFIC SHIFTS ON TWO LANE ROADS	TCP (1-3a)	LANE CLOSURE DURING PAVEMENT WIDENING AND PATH CONSTRUCTION FOR SHORT TERM DURATION TO BE USED IF ADDITIONAL SPACE IS NEEDED THROUGHOUT PHASE 1-4
		WZ(STPM)-13	SHORT TERM PAVEMENT MARKINGS	NA	PAVEMENT WIDENING WILL REQUIRE REMOVAL AND PLACEMENT OF PAVEMENT MARKINGS INCLUDING DOUBLE NO-PASSING LINE AND SINGLE NO-PASSING LINE; PHASE 1-3
		WZ(BRK)-13	"GIVE US A BRAKE" SIGNS	UNDIVIDED HIGHWAY	BEFORE AND THROUGHOUT PROJECT LIMITS INCLUDE SIGNS FOR AN UNDIVIDED HIGHWAY; PHASE 1

As approved by the Engineer, provide uniformed off duty police officers and squad cars during lane closures, nighttime work or other situations that indicate a need for additional traffic control to protect the traveling public or the construction workforce. Provide documentation such as payroll, log sheets with signatures and badge number, or invoices from the governmental entity providing the officers for reimbursement. Complete the weekly tracking form provided by the department and submit invoices that agree with the tracking form for payment at the end of each month the approved services were provided. Reimbursement will not be made for coordination fees charged by any party. This work will be paid by force account method and in accordance with item 9.7.1.6 Law Enforcement Personnel.

Safety Contingency

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancement, to improve the effectiveness of the TCP that could not be foreseen in the project planning and design stage. These enhancements will be

mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid Items if it does not slow the implementation of enhancement.

Item 506 – Temporary Erosion, Sedimentation, and Environmental Controls

Place Best Method Practices (BMP's) in locations as designated in the plans or as directed by Engineer or Chief Inspector.

Place a weatherproof bulletin board containing the Texas Commission on Environmental Quality (TCEQ) required information on the project at a site as directed. Post the following documents:

- (1) TCEQ "TPDES Storm Water Program" Primary & Secondary Construction Site Notice (Both must be filled out and signed);
- (2) TCEQ "Notice of Intent"; and
- (3) TCEQ "TPDES Permit."

Place rain gauge(s) at locations as designated.

Contractor will be responsible for obtaining and cost of CGP, NOI, TPDES and NOT.

The total disturbed area for this project is shown on the plans. The soil disturbed area in this project, all project locations in the Contract, and Contractor Project Specific Locations (PSLs), within one mile of the project limits, for the Contract will further establish the authorization requirements for Storm Water Discharges. The Department will obtain an authorization to discharge storm water from TCEQ for the construction activities shown on the plans. Obtain any required authorization from the TCEQ for any Contractor PSLs for construction support activities on or off right of way. When the total area disturbed for all projects in the Contract and PSLs within one mile of the project limits exceeds five acres, provide a copy of the Contractor Notice of Intent (NOI) PSLs on the right of way to The County of El Paso.

Place Best Method Practices as shown on the plans, or as directed. Maintain and properly place the erosion control measures to prevent storm water pollution to the Waters of the United States, as directed. Within the project limits, keep all inlets functional as long as possible to accept storm water as part of the Storm Water Pollution Prevention Plan (SWP3), as directed.

The sedimentation fences will be paid at the time of their initial placement. Any required replacement will not be a substitute for proper maintenance and be allowed as directed. This work is subsidiary to this Item.

Contractor shall be responsible for the placement of construction entrances/exits throughout the various phases of construction. Actual location will be determined by the contractor based on field conditions, work location(s), constraints, and needs; with approval of the County of El Paso, or ENGINEER. Construction entrance/exit dimensions shall follow the guidelines outlined within the approved TxDOT standard.

Grading operations will be limited to the catch point of the proposed cross-section.

Preserve any vegetation outside these limits.

Item 529 – Concrete Curb, Gutter and Combined Curb and Gutter

Use Type II cement and Class A concrete for these Items, unless otherwise shown on the plans. Wire mesh will not be allowed. Reinforce all concrete using reinforcement conforming to Item 440, "Reinforcement for concrete," as shown on the plans or as directed.

Construct the curb opening with metal plate configuration detailed in the plans, or as directed, to ensure roadway drainage to the existing basin. All required manipulations or incidentals required to complete the work are subsidiary to these Items.

Perform all required grading for proposed concrete curb, gutter, and combined curb and gutter construction as shown on the plans.

After construction, restore the adjacent surface to a condition approved by the Engineer, subsidiary to this Item.

All concrete gutters shall have a minimum thickness of 6-inches.

All backfill material (including but not limited to subgrade and base material) beneath the curb and/or curb and gutter is to be subsidiary to this Item.

Item 530 – Intersections, Driveways, and Turnouts

Saw-cut existing roadways and driveways to neat lines when proposed sidewalks intersect. Clean area prior to concrete placement. This work is subsidiary to this Item.

Use Class A concrete for all concrete driveways, unless otherwise shown on the plans.

High early strength concrete for proposed driveways to be available as deemed necessary and as directed.

One (1) density test will be required per driveway.

Item 531 – Sidewalk

The wheelchair ramp dimensions and locations shown in the plans may be adjusted, as directed, to match the field conditions. Any such modification will not be paid directly but will be subsidiary to this Item.

Modify the sidewalk expansion joint spacing to 20 ft. spacing where waterlines may exist under the sidewalk subsidiary to this Item.

Provide textured finish for wheelchair ramps as directed.

Perform all work under this Item to conform to ADA and TDLR standards.

Perform all requiring grading for proposed sidewalks construction as shown on the plans. All grading, including excavation, fill, and embankment is subsidiary to this Item.

Detectable warning surface for new ramps shall be made from an approved surface applied

vitrified polymer composite tile, red in color.

For repairs on the sidewalk, it will be required to be from joint to joint.

Item – 540 Metal Beam Guard Fence

The Contractor will abide by TxDOT's November 2014 edition of Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges for Item 540.

Item – 544 Guardrail End Treatments

Furnish and install, move, or remove guardrail end treatments.

Item 644 – Small Roadside Sign Assemblies

Stake all sign locations and receive approval prior to sign placement.

The 2-1/2-inch, Schedule 10 post will meet the following requirements:

- 0.120 in. nominal wall thickness
- Seamless or electric-resistance welded steel tubing or pipe
- Steel will be HSLAS Grade 55 per ASTM A1011 or ASTM A1008

Other steel may be used, if it meets the following:

- 55,000 psi minimum yield strength
- 70,000 psi minimum tensile strength
- 20% minimum elongation in 2 in.
- Wall thickness (uncoated) to be within the range of 0.108 in. to 0.132 in. galvanization per ASTM A123 or ASTM A653 G90

For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metalizing with zinc wire per ASTM B833.

Verify all post lengths to ensure the proper sign height. Remove and replace any sign installed incorrectly. This work will be done at no expense to The County of El Paso.

Provide Texas Universal Triangular Slip Base clamp type for all signs as shown on SMD (Slip-1)-08.

As directed, some regulatory and guide signs will be relocated before construction begins. Mark and locate each reference marker perpendicular to the road and along the right of way, or as directed, prior to removal. Re-erect reference markers at their original location upon completion of construction.

Item 658 – Delineator and Object Marker Assemblies

Install and remove delineator or object marker assembly as shown on plans or as directed.

Item 662 – Work Zone Pavement Markings

In those areas where existing pavement markings are to be covered or removed, field locate and

record the existing pavement markings by survey or other approved method by the Engineer as directed. Place final striping on these locations. This work shall be considered subsidiary to this Item.

Remove and properly dispose of tabs upon completion of the final striping. This work is subsidiary to this Item.

Place tabs as per TXDOT Standard sheet. Place raised pavement markers in accordance with applicable standards and as directed.

Item 666 –Retroreflectorized Pavement Markings

All new pavement markings and signage shall conform to the most current edition of the “Texas Manual on Uniform Traffic Control Devices” (MUTCD).

All permanent striping within the roadway shall be reflective thermoplastic. All glass beads and pavement markings shall be purchased on the open market.

The quantity for all broken lines as shown on the plans accounts only for the actual installed pavement markings and does not include gap distance between pavement markings.

Use a pilot line for final striping and remove pilot line after all striping is complete. Removal will be in accordance with the methods specified in Item 677, “Eliminating Existing Pavement Markings and Markers,” and is subsidiary to this Item.

In those areas where existing pavement markings are to be covered or removed, field locate and record the existing pavement markings by survey or other approved method by the Engineer as directed. Place final striping on these locations.

Contractor is responsible for conducting reflectivity testing and is subsidiary to this Item.

Contractor shall be responsible for field-locating and recording by survey, the existing stripe alignment so that the final pavement markings may be placed in the exact location as the existing or as directed by the County of El Paso or its designated representative.

Item 677 – Eliminating Existing Pavement Markings and Markers

Remove existing raised pavement markings as the work progresses or as approved. This work is subsidiary to the various bid Items. Properly dispose materials removed.

Item 678 – Pavement Surface Preparation for Markings

Air blasting is required as pavement surface preparation and is subsidiary to this Item.

Item 1002 – Landscape Amenity

Boulders are to be installed where shown on plans. Multiple boulders shown in the same area should be partially buried and placed to simulate a natural appearance. The boulder size should vary, and some boulders could be placed so that they touch.

Golden Brown is the color and name of the boulder type as approved by the engineer.

- Landscape Amenity Type I – 24"x24" Golden Brown Boulder
- Landscape Amenity Type II – 36" x36" Golden Brown Boulder

See detail F on the Aesthetic and Planting Details sheets for installation information.

Item 1005 – Loose Aggregate for Ground Cover

Aggregate shall be placed in the areas indicated on the plans. The hatch style will determine the type of gravel to be placed. All aggregate shall be placed on the specified vegetation barrier. The top of the mulch shall be placed so that it is 2" below top of curb or top of asphalt if no curb exists. The weed barrier shall be pinned at 3'-0" on center with a 2'-0" overlap at edges and the gravel placed on it immediately to prevent damage to the vegetation barrier from wind or construction activities.

Franklin Red is the gravel type and color.

- Loose Aggregate TY I is 1-1/2" Franklin Red and should be placed at a 3" depth. Finished grade should be 5" below top of adjacent concrete or asphalt surfaces to allow for gravel depth and 2" clearance.

Sierra Brown is a gravel type and color.

- Loose Aggregate TY II is 2"-4" Sierra Brown and should be placed at a 6" depth. Finished grade should be 8" below top of adjacent concrete or asphalt surfaces to allow for gravel depth and 2" clearance.

Franklin Grey (Screenings) is a gravel type and color.

- Loose Aggregate TY III is 3/8"- (minus) Franklin Grey Screenings and should be placed at a 4" depth. Finished grade should match top of adjacent concrete or asphalt surfaces and compacted to allow for adequate ADA compliance.

Secure either rock types listed above (or approved equal) that are clean and free of debris or foreign materials prior to placement and as approved by the engineer. Rock colors and/or selection shall not be changed without approval by the County of El Paso or its designated representative.

Item ELP1 – Railroad Tracks Crossing Improvements

Contractor shall coordinate with UPRR officials and UPRR construction contractor prior to performing work near UPRR facilities.

The contractor shall be responsible for obtaining UPRR's Railroad Protective Policy (insurance) for all work within 50' of UPRR property.

Contractor shall also be responsible for reimbursing UPRR for use of their flaggers, inspectors, and necessary personnel. All items relating to UPRR requirements shall be subsidiary to this item.

The Contractor will abide by Special Specification ELP1 as shown on plans or as directed by County Inspector.

Item ELP2 – Pedestrian Illumination Assemblies

The location of LED solar pedestrian illumination poles (10-foot height) is diagrammatic only and may be shifted by the Engineer to accommodate Local conditions.

Contractor must submit shop drawings for Pedestrian Illumination approval.

Contractor to contact COEP 1 week prior to delivery of equipment for storage location.

Submittals. Submit fabrication drawings and calculations for approval to the project engineer.

Luminaire Structural Support Requirements. Lighting poles, arms, and anchor bolt assemblies shall have a 25-year design life to resist dead loads, ice loads, and the required basic wind speeds safely at the location of installation in accordance with the current edition of the AASHTO Design Specifications. Certification of the plastic moment load test and FHWA breakaway requirement test of the model of base being furnished shall be submitted with the shop drawings. Shop drawings shall show breakaway base model number, and manufacturer's name and logo. Manufacturer's shop drawings shall include the ASTM designations for all materials to be used.

Item ELP3 – Fixed Bollards

Install fixed bollards as shown on the plans.

Contractor must submit shop drawings for approval. Fixed bollards shall consist of 6" galvanized standard steel pipe (painted yellow), with Class A concrete and with a formed domed cap.

P. PAYMENT BOND

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)

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Q. PERFORMANCE BOND

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 proposals 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 proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal 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)

R. NON-COLLUSION AFFIDAVIT OF CONTRACTOR

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_____

S. NON-COLLUSION AFFIDAVIT OF SUNCONTRACTOR

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 Proposal 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 Proposal is genuine and is not a collusive or sham proposal.
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 Proposal in connection with such Contract or to refrain from submitting a Proposal 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 Proposal, 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 Proposal 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__

[standard form- will be modified to suit specific details of Bid Project]

FIXED PRICE CONSTRUCTION CONTRACT BETWEEN

T. OWNER AND CONTRACTOR

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 _____ (the "Contractor"). This Contract is executed under seal, and shall be effective on _____.

This Contract is for the construction of a project as described by **El Paso County Bid No. _____** to perform _____ (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): 1) a copy of County Bid _____ entitled and all Bid Addenda, Invitation for Bids, Instructions to Bidders, General Conditions, and Contract Agreement attached hereto as **Exhibit 1**; 2) Contractor's Bid Response, attached hereto as **Exhibit 2**; 3) a copy of Contractor's Payment Bond, attached hereto as **Exhibit 3**; 4) a copy of Contractor's Performance Bond, attached hereto as **Exhibit 4**; and 5) a copy of the Insurance Requirements, attached hereto as **Exhibit 5**; 6) a copy of the Insurance Certificates, attached hereto as **Exhibit 6**; 7) a copy of the currently effective Prevailing Wage Rates for Building and Definitions for Building Labor Classifications attached hereto as **Exhibit 7**; 8) a copy of the currently effective Prevailing Wage Rates for Heavy / Highway and Definitions for Heavy / Highway Labor Classifications, attached hereto as **Exhibit 8**; 9) a copy of the currently effective Apprenticeship Order and the List of Required Apprenticeship Programs, attached hereto as **Exhibit 9**; 10) a list of Special Conditions for Work on Riverbed and Levees, attached hereto as **Exhibit 10**; and 11) a copy of all engineering specifications and drawings, separately bound in a separate volume or volumes, attached hereto as **Exhibit 11**, all of which Exhibits and separately bound volume(s) are hereby incorporated herein by reference and made a part hereof for all purposes. 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. This Agreement shall control if there is a conflict between the Contract Agreement in the Bid Specifications and 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 act 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.
OWNERS REPRESENTATIVE AND PROJECT ENGINEER

The Owner's representative is _____ ("Owner"). Office and mailing address is _____ El Paso, Texas. The phone number is _____, facsimile is _____.

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

- (A) Unless otherwise directed by the Owner in writing, the Engineer 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 Engineer;
- (C) When requested by the Contractor in writing the Engineer shall render interpretations necessary for the proper execution or progress of the work;
- (D) The Engineer shall draft proposed Change Orders;
- (E) The Engineer shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;

(F) The Engineer shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Engineer deems it appropriate, the Engineer shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;

(G) The Engineer shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Engineer, are properly owing to the Contractor as provided in this Contract;

(H) The Engineer shall, upon written request from the Contractor, perform those inspections required in Paragraph 7 hereinabove;

(I) The Engineer 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 ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE ENGINEER. 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 ENGINEER TO THE OWNER.

4.

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, non-specified 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 Engineer 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 Engineer 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 Engineer 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:

(1) As between figures given on plans and scaled measurements, the figures shall govern;

(2) As between large-scale plans and small-scale plans, the large-scale plan shall govern;

(3) As between plans and specifications, the requirements of the specifications shall govern;

(4) As between this document and the plans or specifications, this document shall govern.

5.

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.

6.

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 in accordance with Bid No. as documents submitted by Contractor in support of its successful bid;

(B) The furnishing of a performance and payment bond in the full amount of the contract and insurance;

(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS CONTRACT;**

(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.

7.

TIME FOR CONTRACTOR'S PERFORMANCE

(A) The Contractor shall commence the performance of this Contract on the date authorized by Owner/Owner's Representative in a written Notice to Proceed 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 261 calendar days.

(B) The Contractor shall pay the Owner the sum of Seven Hundred Eighty-Five Dollars (**\$785.00**) per day for each and every calendar day of unexcused 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 inexcusably 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 Project Manager, 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.

8.

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 and ___ Cents (**\$_____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 Project Manager 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 Project Manager 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 Project Manager 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 **FIFTEENTH (15th)** 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 last day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Project Manager, the Owner, or both. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to 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 of previous 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 Project Manager 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 Project Manager shall approve in writing the amount which, in the opinion of the Project Manager, is properly owing to the Contractor. **The Owner shall make payment to the Contractor within THIRTY (30) days following the Project Manager's written approval of each Payment Request.** The amount of each such payment shall be the amount approved for payment by the Project Manager 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 Project Manager'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 waive 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 of or the entire 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 Completion or final completion, or both, may be inexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contractor 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 due shall bear interest at the applicable rate under the Texas Prompt Pay Act, Government Code Chapter 2251;

(H) When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Project Manager in writing and shall furnish to the Project Manager a listing of those matters yet to be finished. The 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 Project Manager will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the 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, together with One Hundred percent (100%) of 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 Project Manager thereof in writing. Thereupon, the Project Manager will perform a final inspection of the Project. If the Project Manager 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 Project Manager 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 Project Manager 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 **FIFTEEN (15)** 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 inexcusably 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 Project Manager:

(1) 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;

(2) 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;

(3) If applicable, consent(s) of surety to final payment;

(4) 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 ten (10) days of the Project Manager's execution of a final Approval for Payment.

9.

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

(A) 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;

10.
CEASE AND DESIST ORDER

In the event the Contractor fails or refuses 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 costs 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.

11.
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 Project Manager 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. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR(S) IN FURTHERANCE OF THIS CONTRACT;**

(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 individuals had been listed above;

(G) The Contractor, within **TEN (10) days** of commencing the work, shall provide to the Owner and the Project Manager, and comply with, the **Contractor's schedule for completing the 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 Project Manager. 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 Project Manager 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 Project Manager. All work requiring approved shop drawings or other submittals shall be done in strict

compliance with such approved documents. However, approval by the Project Manager or the Owner shall not be evidence that work installed pursuant thereto conforms to the requirements of this Contract. The Owner and the Project Manager 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 Project Manager;

(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 Contractor shall permit the Owner and the Project Manager to enter upon the Project site and to review or inspect the work without formality or other procedure.

12. 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, ATTORNEYS' 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, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, 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.

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 Project Manager. Such claim shall be received by the Owner and the Project Manager 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 Project Manager 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's behalf, or

by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, 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 Project Manager. 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.

(G) The notice provisions contained in this Section 13 are the mechanism for perfecting a request by the Contractor for an adjustment of compensation, contract deliverables, and/or time for completion. The notice provisions are separate and apart from the "notice of a claim for damages as a condition precedent to the right to sue on the contract" as provided in Texas Civil Practice and Remedies Code § 16.071(a)

14. SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the Owner and the Project Manager, 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 Owner 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 Project Manager 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 costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite 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 Project Manager 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 matters 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 is required by the Owner, the Project Manager, 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 Project Manager, such work shall be uncovered and displayed for the Owner's or Project Manager'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 Project Manager be uncovered and displayed for the Owner's or Project Manager's inspection. If the uncovered work conforms strictly to 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 Project Manager 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 **TWO (2) years** 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 Project Manager. 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 THIRTY (30) 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 Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Manager. 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 jobsite 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 Contract 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 a 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 within FIVE (5) calendar days of execution of contract.** If the 5th calendar day is a Saturday, Sunday, or County holiday, Contractor may furnish the bonds to Owner on the next County business day. 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 Project Manager 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 recordings, 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 October 10, 2016 for Highway/Heavy Construction and for Building Construction Trades in effect on the date of this Contract shall be paid to all workers on the Project. A copy of the Prevailing Wage Rates for Building and a copy of the Definitions for Building Labor Classifications are attached hereto as Exhibit 7 and Prevailing Wage Rates for Heavy / Highway and a copy of the Definitions for Heavy / Highway Labor Classifications are attached as Exhibits 8, and Exhibits 7 and 8 are incorporated herein by reference and are a part of this contract for all purposes.

(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 specified in Tex. Gov't Code Section 2258.023, as amended, (presently \$60.00 per day or part of a day, per worker), in the event 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) Contractor agrees to comply with the County's Apprenticeship Program requirement for each apprenticeship trade specified by the County, according to the requirements of the County's adopted apprenticeship program as more specifically described in **Exhibit 9**, which Exhibit is incorporated herein by reference thereto and made a part of this contract for all purposes.

(E) The Contractor shall post the prevailing wage rate schedules and prevailing wage rate definitions 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 Owner's Representative, the 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.

(F) 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, including the County's requirement to maintain specified Apprenticeship Programs, 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 Engineer, 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 Owner, and its designees, agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the Owner and its designees, engineers, 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 Owner and its designees, 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 Owner's Representative, 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 in 2008, a copy of which is attached hereto as part of **Exhibit 9**, 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 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.

(L) 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.

(M) 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.

(N) The Contractor shall verify that all persons working on this Project, whether Contractor's employees or subcontractor's employees have valid work permits issued by the United States government. Contractor shall maintain copies of work documentation

in his office, available for inspection during normal working hours for all employees working on this site.

**24.
APPLICABLE LAW**

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

**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 THE PARTIES EXECUTE THIS CONTRACT:

OWNER

CONTRACTOR

THE COUNTY OF EL PASO

By _____
Ricardo A. Samaniego
El Paso County Judge

By _____
Name
TITLE
(Signor must be authorized to bind corporation)

Date _____

Date _____

By _____

Director of Public Works El Paso County, Texas

Date _____

APPROVED AS TO FORM ONLY:

Assistant County Attorney

U. CHILD SUPPORT STATEMENT

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Signature

V. DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

**DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE 9%

Certification of DBE Goal Attainment

By *signing* the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the bid proposal guaranty of the bidder will become property of the Department and the Bidder will be excluded for rebidding on the project when it is re-advertised.

W. E-VERIFY CERTIFICATION

E-VERIFY CERTIFICATION

Pursuant to Executive Order RP-80, all state contracts for services must include a provision requiring Contractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the Contract, the Contractor certifies and ensures that for all contracts for services, Contractor will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the agreement to determine the eligibility of:

- All persons employed by Contractor during the term of the agreement to perform duties within the State of Texas; and**
- All persons, including subcontractors, assigned by Contractor to perform work pursuant to the agreement.**

Violation of this requirement shall constitute a material breach of the agreement.

**X. APPRENTICESHIP ORDER AND LIST OF REQUIRED
APPRENTICESHIP PROGRAMS**

**Y. ORDER OF THE COMMISSIONERS COURT OF E LPASO
COUNTY REGARDING APPRENTICESHIP PROGRAM
REQUIREMENTS SUPPORT STATEMENT**

**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 in the amount of \$50,000 and higher 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, except when there is a state statute requiring certification for an occupation which has inconsistent requirements;
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 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.

BE IT FURTHER RESOLVED that the County Purchasing Agent is hereby directed to include notice of the County apprenticeship requirements in all specifications for bids on building constructions projects in the amount of \$50,000 or higher.

APPROVED on this the 23rd day of June, 2008.

Ricardo A. Samaniego
EL PASO COUNTY JUDGE

Z. EL PASO COUNTY 2008 REQUIRED APPRENTICESHIP PROGRAMS

**El Paso County
2008 Required Apprenticeship Programs**

1. Acoustical Carpenter
2. Bricklayer and Mason
3. Cabinet Maker
4. Carpenter
5. Cement Mason
6. Drywall Application
7. Electrician
8. Electronic Systems Technician
9. Elevator Constructor & Repairer
10. Floor Layer
11. Glazier
12. HVAC
13. Insulation Worker
14. Locksmith
15. Operating Engineer
16. Painters
17. Pipefitter
18. Plasterer
19. Plumber
20. Protective Signal Installer
21. Roofers
22. Sheet Metal Worker
23. Structural Steel/Ironworker
24. Tile Setter

AA. GENERAL PROVISIONS

General Provisions County of El Paso, Texas

These General Provisions are considered standard language for all County of El Paso BIDS and Request for Proposal documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID/PROPOSAL PACKAGE

- a. The request for bid/proposal, general and special provisions, drawings, specifications/line item details, contract documents and the bid/proposal sheet are all considered part of the bid/proposal package. Bids/Proposals must be submitted on the forms provided by the County, including the bid/proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid/proposal sheet/contract page (s) may disqualify the bid/proposal from being considered by Commissioners’ Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this bid/proposal and to sign the bid/proposal sheet/contract under the terms and conditions in this bid/proposal. Proposer 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/proposal. 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/proposer is required to thoroughly review this entire bid/proposal packet to familiarize themselves with the bid/proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.
- b. Bid/Proposal must be in the Purchasing Department BEFORE the hour and date specified. Faxed or e-mailed bids/proposals will not be accepted. Late bids/proposals will not be considered under any circumstances.**
- c. Any bid/proposal sent via express mail or overnight delivery must have the BID/RFP number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid/proposal may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this bid/proposal 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/proposals. The signature acknowledges that the proposer has read the bid/proposal documents thoroughly before submitting a bid/proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

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

3. BIDDERS'S/PROPOSER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of one (1) 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 Request for Bid/Proposal;
- 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/PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids/proposals and waive any informality in the bids/proposals received; (2) disregard the bid/proposal of any proposer determined to be not responsible. The County further reserves the right to reject any bid/proposal 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 proposer to review the entire invitation to bid/proposal 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/proposal procedures must be received in the Purchasing Department no less than seventy-two hours prior to the time set for bid/proposal 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 proposer 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/PROPOSAL

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

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

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

8. PRICING

Bid/Proposals 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/Proposal will be either lump sum or unit prices as shown on the bid/proposal 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/RFP subject to unlimited price increases will not be accepted. The County is tax exempt and no taxes should be included in your bid/proposal.

Unless prices and all information requested are complete, bid/proposal 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/PROPOSALS

A bidder/proposer may modify a bid/proposal by letter at any time prior to the submission deadline for receipt of bids/proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder/proposer guaranteeing authenticity. Bids/Proposals 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/PROPOSALS

Each bid/proposal shall give the complete mailing address of the Bidder/Proposer 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/proposal shall include the Bidder's/Proposer's Federal Employer Identification Number (FEIN),

failure to sign the Contract page(s) and bid/proposal response sheet will disqualify the bid/proposal from being considered by the County. The person signing on behalf of the Bidder/Proposer expressly affirms that the person is duly authorized to render the bid/proposal and to sign the bid/proposal sheets and contract under the terms and conditions of this BID/RFP and to bind the Bidder/Proposer 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/PROPOSALS-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.

Bid/Proposals will be made to the responsible proposer whose bid/proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid/Proposal. 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/proposals in whole or in part received by reason of this BID/RFP and may discontinue its efforts under this BID/RFP 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/proposal, waive minor technicalities, or to award by item or by total bid/proposal. Price should be itemized.

A Bidder/Proposer whose bid/proposal does not meet the mandatory requirements set forth in this BID/RFP will be considered noncompliant.

Each Bidder/Proposer, by submitting a bid/proposal, agrees that if its bid/proposal is accepted by the Commissioners' Court, such Bidder/Proposer will furnish all items and services upon the terms and conditions in this BID/RFP 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 Requests for Bids/Proposals.

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/Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid/proposal. County agrees to provide notice to Bidder/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 Proposer 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/proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bidder/proposer(s) includes, but is not limited to, the proposer'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/proposer 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 Request for Bids/Proposals 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/proposal, 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/proposal 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 Request for Bid/Proposal 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/proposal to this request, or to procure or contract for services or supplies.

18. BEST AND FINAL OFFERS

In acceptance proposals, the County reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitations of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

19. SINGLE BID/PROPOSAL RESPONSE

If only one (1) bid/proposal is received in response to the Request for Bids/Proposals, a detailed cost bid/proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid/proposal in order to determine if the price is fair and reasonable.

20. REJECTION/DISQUALIFICATION OF BIDS/PROPOSALS

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

- A. Failure to use the bid/proposal 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/proposal form.
- C. Failure to properly complete the bid/proposal.
- D. Bids/proposals that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders/proposers.

21. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid/proposal, 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 Bidder's/Proposer's responsibility to check the website prior to the bid/proposal opening date to verify whether any addendums have been posted.

22. BID/PROPOSAL IDEAS AND CONCEPTS

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

23. BID/PROPOSAL DISCLOSURES

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

The Proposal for Services: Only the names of those who submitted proposals will be made public information until an award is made by Commissioners' Court and contract executed by the parties. No price, staffing or other proposal information will be released. Proposers are requested to withhold all inquiries regarding their proposal 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 proposal was received. Violations of this provision may result in the rejection of a proposal.

24. WITHDRAWAL OF BID/PROPOSAL

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

25. 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.

26. PROOF OF INSURANCE

Successful proposer 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:

Refer to Exhibit 6 Insurance Requirements 2(A) for specified limits.
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.

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

The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.

27. BOYCOTT OF ISRAEL

In accordance with Chapter 2270 of the Texas Government Code, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the contract, if the contract has a value of \$100,000 or more.

28. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

Conflict of Interest Disclosure Reporting (required of all vendors responding to the Bid/RFP/RFQ)

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid/proposal and/or make recommendations for award are included in this bid/proposal. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid/proposal. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at:

<http://epcounty.com/purchasing/bids/default.htm>

Disclosure of Interested Parties (only required of vendors who are awarded the Bid/RFP/RFQ)

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter.

Compliance with this new requirement requires logging into the Texas Ethics Commission website, at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm Several instructional videos are available there.

29. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid/proposal, that the bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid/proposal 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/proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid/proposal, or 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/proposal price of the contractor or any other bidder/proposer, or to fix any overhead, profit or cost element of the bid/proposal 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/proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid/proposal 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/proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid/proposal.

Non 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 Request for Bid/Proposal.

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.

30. 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.

31. MERGERS, ACQUISITIONS

The Bidder/Proposer 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/proposal is submitted.

If subsequent to the award of any contact resulting from this BID/RFP the Bidder/Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

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

Moreover, Bidder/Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder/Proposer has actual knowledge of the anticipated merger or acquisition. The new Bidder's/Proposer'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.

32. 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/Proposer 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/Proposer attributed to these delays, should any occur. In addition, Bidder/Proposer 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.

33. ACCURACY OF DATA

Information and data provided through this BID/RFP are believed to be reasonably accurate.

34. SUBCONTRACTING/ASSIGNMENT

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

35. INDEPENDENT CONTRACTOR

Bidder/Proposer 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/Proposer or its subcontractors perform in providing the requirements stated in the Request for Bid/Proposal.

36. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

37. 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/proposal packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

Optional On-Line Training: As an alternative to reading and completing the El Paso County Code of Ethics Training Affidavit, in compliance with Section 161 of the Texas Local Government Code, the training on the El Paso County Code of Ethics is accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources.

The optional On-Line Training may be accessed and completed at:

http://www.epcounty.com/ethicscom/trainingvendor_files/frame.htm

If completed on-line, the training receipt should be printed out and included with the BID/RFP/RFQ/RFI.

**BB. CERTIFICATION REGARDING LOBBYING, DEBARMENT
SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE
WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND
NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS**

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

Business Name

Date

Name of Authorized Representative
comply with the above certifications.

Signature of Authorized Representative

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

CC. HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

DD. CONFLICT OF INTEREST QUESTIONNAIRE



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

RE: Bid 19-031, Tornillo Shared Use Path

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 Ricardo A. Samaniego
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vincent M. Perez
Commissioner Carl L. Robinson

County Employees: Debra Carrejo CPPO, CPPB-Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Betsy Keller, County Administrator
Elvia Jauregui, Formal Bid Supervisor/Buyer
Araceli Hernandez, Formal Bid Buyer
Oscar Avila, Procurement Data Analyst
Blanca Guereca, Procurement Data Analyst
Edward Dion, County Auditor
Barbara Franco, Auditor First Assistant
Wallace Hardgrove, Budget & Financial Manager
Christina Ford, Division Chief
Eddie Sosa, First Assistant County Attorney
Chris Sullivan, Sr. Trial Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Sal Alonzo, Civil Engineer
Gilbert Saldana, D&F Plain Program Engineer
Daniel Marquez, Engineer Technician

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Effective January 1, 2016, Texas Legislature adopted [House Bill 1295](#), which states that a governmental agency may not enter into certain contracts with a business entity, unless the business entity submits a disclosure of interested parties to the governmental entity. **This Certificate of Interested Parties - Form 1295 must be submitted before the county can enter into the contract**

- The Form 1295 must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- Upon completion, you will be provided a verification printout.
- The printout must be notarized and then submitted to the County of El Paso for verification.

Upon the County's receipt of your notarized Form 1295, the contracting process can begin. Failure to complete and submit the Form 1295 will delay the contract from possibly being awarded and could result in loss of the contract.

EE. CERTIFICATION OF INTEREST

CERTIFICATION OF INTEREST IN OTHER BID PROPOSAL FOR THIS WORK

By signing this proposal the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of the work.

_____ YES

_____ NO

- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.

2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

FF. CERTIFICATION OF INTERESTED PARTIES (FORM 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

GG. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Contractor agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Agreement, for the benefit of the County of El Paso, its officers, agents, and employees, the following listed insurance in the designated amounts. All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name the County of El Paso, its officers, agents, and employees as additional insureds. Contractor shall furnish to the El Paso County Risk Manager a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Agreement. Said certification shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the El Paso County Risk Manager thirty (30) days in advance of the effective date thereof.

1. Worker's compensation Including Occupational Disease, and Employer's Liability Insurance: Procure, and maintain during the life of the contract, Statutory Worker's Compensation Insurance and Occupation Disease Disability Insurance in strict accordance with requirements of the most current and applicable State Workmen's Compensation Insurance Laws for all employees engaged in Work under the contract, and in case any Work is sublet, require each subcontractor to provide Worker's Compensation and Occupational Disease Disability Insurance for the latter's employees engaged in such Work. In case any class of employees engaged in hazardous Work under his Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for the protection of his employees not otherwise protected.

2. Commercial and comprehensive General Liability, including Products Liability and Completed Operations: (Note "Indemnity" clause hereinafter.) Procure, and maintain during the life of the Contract, full comprehensive General Liability and Property Damage Insurance coverage. This coverage shall provide protection from claims for damages for personal injury and bodily injury including in part sickness, disease, and from claims for damages to property (including "Broad Form"), which may arise directly or indirectly out of, or in connection with, the performance of the Work under the Contract by the Contractor or by any of his subcontractors or by anyone directly or indirectly employed by either of them or under the control of either of them, and the minimum amount of such insurance shall be as follows:

(A) BODILY DAMAGE AND PUBLIC LIABILITY INSURANCE IS AN AMOUNT NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000.00) FOR DAMAGES ARISING OUT PERSONAL INJURY AND BODILY INJURY INCLUDING IN PART: SICKNESS, DISEASE OR DEATH OF ONE PERSON AND SUBJECT TO THE SAME LIMIT FOR EACH PERSON AND IN AN AMOUNT NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000.00) IN ANY ONE OCCURRENCE; AND PROPERTY DAMAGE INSURANCE (BROAD FORM) IN AN AMOUNT NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000.00) FOR DAMAGES ARISING OUT OF INJURY TO OR DESTRUCTION OF PROPERTY OF OTHERS IN ANY ONE OCCURRENCE WITH AN AGGREGATE LIMIT IN THE SAME AMOUNT. SUCH POLICY SHALL INCLUDED COMPLETED OPERATIONS COVERAGE AND SHALL BE MAINTAINED FOR A PERIOD OF AT LEAST

THREE (3) YEARS AFTER SUBSTANTIAL COMPLETION OCCURS.

(b) The Property Damage portion of this coverage shall include such hazardous operations as explosion, collapse and underground exposure coverage. In addition, completed Operations Insurance coverage shall be maintained after completion and acceptance of the project for the full guarantee and maintenance period.

(c) AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE: PROCURE, AND MAINTAIN DURING THE LIFE OF THE CONTRACT, COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE COVERAGE ON ALL VEHICLES USED IN CONNECTION WITH THE CONTRACT, WHETHER OWNED, NON-OWNED, OR HIRED. THE LIABILITY LIMITS SHALL BE NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** FOR INJURY OR DEATH OF EACH PERSON AND IN AN AMOUNT NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** IN ANY ONE OCCURRENCE; AND PROPERTY DAMAGE LIMITS OF NOT LESS THAN **ONE MILLION DOLLARS (\$1,000,000.00)** IN ANY ONE OCCURRENCE.

(d) Owner's Protective Liability Policy: Provide the Owner with an Owner's Protective Liability Policy naming the Owner as the named insured, with the Engineer, and each of their officers, agents, and employees as additionally insured under that policy, said policy to protect said parties from claims which may arise from operations under the Contract. This coverage shall be the same company which provides the Contractor's liability insurance coverage, and in the same minimum amounts.

(e) Contractual Liability Coverage: Each and ever policy for liability insurance carried by each Contractor and Subcontractor will include a "Broad Form Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "indemnity" hereinafter set forth.

(f) INDEMNITY: TO THE EXTENT PERMISSIBLE BY LAW, THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING IN PART, ATTORNEY FEES, INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO PROPERTY, INCLUDING IN PART THE LOSS OF USE RESULTING THEREFROM, BASED UPON OR ALLEGEDLY BASED UPON ANY ACT, OMISSION OR OCCURRENCE OF THE CONTRACTOR OR HIS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS, OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, (REGARDLESS IF CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER), AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THE

CONTRACT, OR FORM CONDITIONS CREATED BY THE PERFORMANCE OR NO-PERFORMANCE OF SAID WORK OR SERVICES.

(g) Builder's Risk "All-Risk" Insurance: In addition to such Fire and Extended Insurance coverage which the Contractor elects to carry for his own protection, he shall procure and shall maintain for the life of the Contract, Builder's Risk "All-Risk" Completed Value insurance coverage, including, but not limited to, Fire and standard Extended Insurance coverage, Vandalism and Malicious Mischief, upon the full insurable value of all portions of the Work which is the subject of the Contract and subject to a loss for which such Builder's Risk "All-Risk" insurance coverage gives protection and shall include completed Work and Work in progress. Value of this policy shall be fixed to the total bid price on the Bid Form. This coverage shall be with an insurance company or companies acceptable to the Owner.

(h) Boiler and/or Machinery Insurance: Boiler and/or Machinery Insurance, where appropriate and necessary, shall be procured and maintained by the Contractor until the Work has been completed and accepted by the Owner.

HH. BIDDER'S CHECK RETURN

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Control 0924-06-560

Project STP 2019(961)TAPS

Highway CS (O.T. SMITH RD)

County El Paso

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

II. GOVERNING SPECIFICATION AND SPECIAL PROVISIONS

See Attachment A

**JJ. REQUIRED CONTRACT PROVISIONS – FEDERAL AID
CONSTRUCTIONS**

KK. TXDOT WAGE RATE

See Attachment B

LL. EXHIBITS

EXHIBIT 1

County Bid _____ Entitled “_____”

And

**All Bid Addenda, Invitation for Bids, Instructions to Bidders,
General Conditions, and Contract Agreement**

EXHIBIT 2

Contractor's Bid Response

EXHIBIT 3

Contractor's Payment Bond

EXHIBIT 4

Contractor's Performance Bond

EXHIBIT 5

Definitions for Building Labor Classifications

2016 BUILDING DEFINITIONS

1	Automatic Fire Sprinkler Fitter, Certified	Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.
2	Block, Brick, and Stone Mason	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. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.
3	Carpenters–Acoustical Ceiling Installation	Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.
4	Carpenter–Rough	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.
5	Carpenter–All Other Work	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.
6	Caulker/Sealers	Applies water proofing agents or caulk to a variety of structures and materials.
7	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 wall units.
8	Commercial Truck Driver	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.
9	Communication/Security Technician	Set-up, re-arrange, 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.
10	Crane and Heavy Equipment Operator	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
11	Door and Hardware Specialist	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.
12	Drywall and Ceiling Tile Installers	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 – Acoustical Ceiling Installation", and "Tile and Marble Setters".
13	Drywall Finishers and Tapers	Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.
14	Electrician	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 electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
15	Elevator Installers and Repairers	Assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, dumbwaiters, or wheelchair lifts.
16	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 and stone fences.
17	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 VCT. Exclude wood floors and specialty floors.
18	Floor Layers - Specialty	Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.
19	Floor Layers - Wood	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.
20	Glaziers	Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.
21	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, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.
22	Heating, Air Conditioning and Refrigeration Service Technician	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
23	Insulation Workers – Mechanical	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises.

		All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
24	Irrigator-Landscape, Certified	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
25	Laborer	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), Carpenter Laborer/Tenders (all material handling and clean-up), Brick, Block, Rock and Stone Mason Laborer/Tenders (except refractory), Floor Layer and Tile Setter Laborer/Tenders, Scaffold Builders, Mortar Mixers, Grading and Fine Grading, Concrete Workers (chute/hose operator, raking, shoveling and vibrating), Concrete Buggy Operators, Cement Finisher Laborer/Tenders, Asphalt Laborer (raking, shoveling, luting, ironing, dumping and spreading), Plaster Laborer/Tenders, Landscapers and Planters, Plumber Laborer/Tender (trenching, material handling, back filling), Electrician Laborer/Tender (trenching, material handling, back filling), Fence and Guardrail Builders, Form Strippers, Culvert Builders, Man Hole Builders, Drywall, Stocking and Handling, Man-Lift/Scissor-Lift Operator*, Skid-Steer Operators (Bobcats and similar)*, Forklift and All-Terrain Forklift Operators*, Mini-Excavator Operators*, and Sand/Water Blasters. (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. 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 repair, and installation of mortarless segmental concrete masonry wall units.
26	Locksmith	Self-explanatory.
27	Mechanic	Maintains and repairs construction tools and equipment.
28	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."
29	Paper Hanger	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
30	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.
31	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.
32	Plaster, Stucco, Lather, and EIFS Applicator	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials

		when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
33	Plumbers/Medical Gas Installer	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. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
34	Reinforcing Iron and Rebar Workers	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
35	Roofers	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.
36	Sheet Metal Workers	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
37	Structural Iron and Steel Workers/Metal Building Erector	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks 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. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
38	Tile Setters	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.
- Fork Lift and Man Lift (boom and scissor) - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.

EXHIBIT 6

**Prevailing Wage Rates – Heavy / Highway
And
Definitions for Heavy / Highway Labor Classifications**

2016 HEAVY / HIGHWAY DEFINITIONS

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 service and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator/Spreader Box Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. 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 hand-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.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. 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.
6	Crane Operator, Lattice Boom	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.
7	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping 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 oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

APPROVED 10/17/2016

8	Electrician	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, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels.
9	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, 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.
10	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. 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.
11	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
12	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.
13	Laborer	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, under the supervision of qualified personnel. 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 and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, assists 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 under the supervision of qualified personnel. 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.

14	Laborer (Skilled) (Utility)	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. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
15	Mechanic	Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
16	Motor Grader Operator (Fine)	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.
17	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.
18	Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties.
19	Rock Mason	Constructs partitions, fences, walls, 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.
20	Roller Operator	Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

21	Servicer	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 require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
22	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
23	Truck Driver, Tandem Axle	Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
24	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, , blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver.
25	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), , hydrostatic testing operator, scraper, staking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, , trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or Micro-Surfacing Machine Operator.
26	Welder, Certified/ Structural Steel Welder	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. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.

MM. SOLICITATION CHECKLIST

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Bid 19-031

Tornillo Shared Use Path

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Monday, September 30, 2019. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign all required Bid Documents?

_____ 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 “Conflict of Interest Questionnaire”?

_____ Did you sign and complete the required “Certificate of Interested Parties Form”?

_____ Did you sign and complete the required “Ethics Affidavit Form”?

_____ Did you provide the required bid bond documents?

_____ Did you provide one original and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format of your response? Electronic copy must reflect the original hard copy.