



## COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : May 14, 2012

CONSENT OR REGULAR: Regular

CONTRACT REFERENCE NO  
(IF APPLICABLE): KK-2012-0076

**SUBJECT:** Approve and authorize the County Judge to sign the contract with Dan Williams for the construction of the Tornillo/Guadalupe International Bridge. Money is available in Bond monies, CPCAPITAL 07

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

**FISCAL IMPACT:** \$6,348,707.40

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**  
Commissioners court awarded the bid on April 16, 2012

**RECOMMENDATION:** Approval

### **COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Cygne Nemir

LEGAL REVIEW: May 8, 2012

LEGAL REVIEW NOTES (If Applicable):

DATE: May 8, 2012

SUBMITTED BY:

Ernesto Carrizal III. P.E. Public Works Director. Public Works Dept. 915-546-2015

APPROVED 12/19/2011

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

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

This Contract is for the construction of a project identified as construction of the United States portion of the Tornillo-Guadalupe International Bridge (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 # 11-045 entitled "Construction for the Tornillo Guadalupe New International Bridge" and all Bid Addendums, attached hereto as **Exhibit 1**; Contractors Bid Response attached hereto as **Exhibit 2**; 3) 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 Contractors Insurance Certificates, attached hereto as **Exhibit 6**; 7) a copy of the currently effective Prevailing Wage Rates for Heavy / Highway and Definitions for Heavy / Highway Labor Classifications, attached hereto as **Exhibit 7**; 8) a copy of the currently effective Apprenticeship Order and the List of Required Apprenticeship Programs, attached hereto as **Exhibit 8**; 9) a copy of all engineering specifications and drawings, separately bound in a separate volume or volumes; and 10) a copy of Construction Rules Applicable to the Construction of the Tornillo-Guadalupe New International Bridge, attached hereto as **Exhibit 9**, 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.

### **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. OWNER'S REPRESENTATIVE**

The Owner's representative is the Director of Public Works, Ernesto Carrizal. His office and mailing address is 800 E. Overland, Room 407, El Paso, Texas. The phone number is 915.546.2015; facsimile is 915.546.8194.

### **4. THE SUPERVISORY ENGINEER**

The Supervisory Engineer assigned to this Project is Structural Engineering Associates, Inc., 3838 N.W. Loop 410, San Antonio, TX 78229 acting through its designated Representative/Consultant Sidney "Sid" A. Mielke (the "Supervisory Engineer"). In the event the Owner should find it necessary or convenient to replace the Supervisory Engineer, the Owner shall retain a replacement Supervisory Engineer and the role of the replacement Supervisory Engineer shall be the same as the role of the Supervisory Engineer. Unless otherwise directed by the Owner in writing, the Supervisory Engineer will perform those duties and discharge those responsibilities allocated to the Supervisory Engineer in this Contract. The duties, obligations and responsibilities of the Supervisory Engineer shall include, but are not limited to, the following:

(A) Unless otherwise directed by the Owner in writing, the Supervisory 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 Supervisory Engineer;

(C) When requested by the Contractor in writing the Supervisory Engineer shall render interpretations necessary for the proper execution or progress of the work;

(D) The Supervisory Engineer shall draft proposed Change Orders;

(E) The Supervisory Engineer shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;

(F) The Supervisory 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 Supervisory Engineer deems it appropriate, the Supervisory Engineer shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;

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

**(H)** The Supervisory Engineer shall, upon written request from the Contractor, perform those inspections required in Paragraph 9 hereinabove;

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

**(K)** In cooperation with the United State of Mexico, the Owner and the United States of Mexico, acting through LA SECRETARIA DE COMUNICACIONES Y TRANSPORTES (THE SECRETARIAT OF COMMUNICATION AND TRANSPORTATION), hereafter "SCT", have designated both Supervisory and Resident Engineers for the Construction of the Tornillo-Guadalupe New International Bridge, and Contractor should refer to the "Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge" set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions applicable only to the International Bridge.

## **5. 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 Supervisory 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 Supervisory 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 Supervisory 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.

## **6. 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.

## **7. CONTRACTOR'S PERFORMANCE**

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

(A) Construction of the Project;

(B) The furnishing of any required surety bonds and insurance;

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

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

## **8. TIME FOR CONTRACTOR'S PERFORMANCE**

(A) The Contractor shall commence the performance of this Contract on the date authorized by Owner 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 the expiration of 365 consecutive calendar days;

(B) The contractor shall pay the Owner the sum of One Thousand and No/100 Dollars (\$1,000.00) per day for each and every calendar day of unexecuted delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Supervisory Engineer, 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.

## **9. 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 Five Million Eight Hundred and three Thousand Four hundred Twenty and 40/100 Dollars for the Based Bid and Alternatives No. 2 and 3. In addition 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 Five Hundred Forty-five Thousand Two Hundred Eighty-seven and 00/100 for Alternative No. 1, the Center Span of the Tornillo-Guadalupe New International Bridge, **subject to the provisions of Section III – Construction Bidding for the Common Span of “Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge” set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes.** The prices set forth in this Subparagraph 9(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 Supervisory Engineer 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 Supervisory Engineer 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 Supervisory Engineer and the Owner.

**(C)** The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 9. On or before the 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 30th day of the previous month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Supervisory Engineer, the Owner, or both. Therein, the Contractor may request payment for ninety percent (95%) of that part of the Contract Price allocable to the Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount the previously payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested,

that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Supervisory Engineer 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 Supervisory Engineer shall approve in writing the amount which, in the opinion of the Supervisory Engineer, is properly owing to the Contractor. The Owner shall make payment to the contractor within fifteen (15) days following the Supervisory Engineer's written approval of each Payment Request. The amount of each such payment shall be the amount approved for payment by the Supervisory Engineer 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 Supervisory Engineer'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 9(F) hereinbelow. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment requests and waivers and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

**(D)** When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;

**(E)** Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;

**(F)** The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;

- (3) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be unexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contract by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the Owner or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the Owner.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 9(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 undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on Saturday or Sunday. Interest begins to accrue on the thirty-first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the County mails or electronically transmits the payment.

**(H)** When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Supervisory Engineer in writing and shall furnish to the Supervisory Engineer a listing of those matters yet to be finished. The Supervisory Engineer 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 Supervisory Engineer will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Supervisory Engineer, 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 ninety-seven point five percent (97.5%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

**(I) There are special conditions applicable to the determination of Final Completion by both Owner and the United States of Mexico. Contractor should refer to the “Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge” set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to the determination of Final Completion that are applicable only to the International Bridge.**

**(J)** When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Supervisory Engineer thereof in writing. Thereupon, the Supervisory Engineer will perform a final inspection of the Project. If the Supervisory Engineer 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 Supervisory Engineer 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 Supervisory Engineer 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;

**(K)** If the Contractor fails to achieve final completion within thirty (30) days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of One Thousand Dollars (\$1,000.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. **A delay in reaching Final Completion of the Bridge Construction Project, as described in “Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge” set forth in Exhibit 9, which is solely attributable to the Mexican Owner or its representative(s) shall not be grounds for liquidated damages under this subsection.;**

**(L)** 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 Supervisory Engineer:

- (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;

(M) The Owner shall, subject to its rights set forth in Subparagraph 9(F), above, make final payment of all sums due the Contractor within fifteen (15) days of the Supervisory Engineer's execution of a final Approval for Payment.

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

(A) If appropriate, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey;

(B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor.

(C) The Owner will provide the Contractor one copy of the complete Contract. The Contractor will be charged, and shall pay the Owner, a reasonable fee per additional copy of the Contract which it may require.

## **11. CEASE AND DESIST ORDER**

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

## 12. 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 Supervisory Engineer and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;

(B) All work shall strictly conform to the requirements of this Contract;

(C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

(D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

(E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;

(F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

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

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the



contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 10(F) as though such individual had been listed above;

(G) The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner and the Supervisory Engineer, and comply with, the Contractor's schedule for completing work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Supervisory Engineer. 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 Supervisory Engineer 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 Supervisory Engineer. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Supervisory Engineer or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Supervisory Engineer 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 Supervisory Engineer;

(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; **Contractor should refer to the "Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge" set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to handling of trash and debris which are applicable specifically to the International Bridge.**

(K) At all times relevant to this Contract, the Contract shall permit the Owner and the Supervisory Engineer, **and federal authorities and their representatives** to enter upon the Project site and to review or inspect the work without formality or other procedure. **Contractor should refer to the "Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge" set forth in Exhibit 9, which Exhibit is incorporated herein for all**

**purposes, for additional provisions related to access to the Project site which are applicable only to the International Bridge.**

(L) Prior to commencement of work on the Project, every employee who will work on the International Bridge, Toll Station facility, including related roads and highways and including work located on General Service Administration property, is and shall be required to receive training related to the identification of and rules protecting the Texas Horned Lizard and the relocation of Texas Horned Lizard Individuals, which may have fallen into excavations, equipment, and the cleared paths of construction by earth moving equipment. Employees must watch a video related to Texas Horned Lizards and sign a sheet indicating he/she has received the training. Upon locating a Texas Horned Lizard individual, the employee shall immediately notify his/her supervisor or the supervisor on the worksite, and the supervisor shall be required to contact the on-call Registered Biologist and ask for assistance in relocating the Horned Lizard individual. Failure to comply with this provision shall be cause for the Owner or the Owner's designee stopping work on the project until 1) the Texas Horned Lizard has been relocated and/or 2) a determination has made of which employees are in need of training. Any work-stoppage occasioned by violation of this paragraph shall count against the Contractor and shall not extend the time for performance of the contract.

The contact information for the On-call Registered Biologist will be provided to the Contractor.

### **13. INDEMNITY**

The Contractor shall indemnify and hold the Owner harmless from any and all claims liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney's fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, 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.

### **14. 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 Supervisory Engineer. Such claim shall be received by the Owner and the Supervisory Engineer 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 Supervisory Engineer 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 therefor, 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 therefor in a court of competent jurisdiction;

**(F)** In the event the Contractor should be delayed in performing any task on this Project which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner behalf, or by Owner-authorized Change Orders, unusually bad weather not capable of being reasonably anticipated, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Supervisory Engineer. 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)** Contractor should refer to the "Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge" set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to Acts of God and Force Majeure which are applicable only to the International Bridge.

## **15. SUBCONTRACTORS**

Upon execution of this Contract, the Contractor shall identify to the Owner and the Supervisory Engineer, 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 afford to the Owner against the Contractor herein, including those rights of Contract termination as set forth hereinbelow.

## **16. 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 Supervisory Engineer after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

**(B)** Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- (1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or
- (2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual cost incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job-site overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Supervisory Engineer requires.

**(C)** The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractors' agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matter relating to or arising out of or resulting from the work included within or affected by the executed Change Order;

**(D)** The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Supervisory Engineer, 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.

**(E) Contractor should refer to the “Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge” set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to Change Orders which are applicable only to the International Bridge.**

## **17. 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 Supervisory Engineer, such work shall be uncovered and displayed for the Owner's or Supervisory Engineer'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 Supervisory Engineer, be uncovered and displayed for the Owner or Supervisory Engineer's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

**(C)** The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Supervisory Engineer as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;

**(D)** In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner;

**(E)** The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

**(F) Contractor should refer to the “Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge” set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to inspections and correction of defective or nonconforming work which are applicable only to the International Bridge.**

## **18. 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 Supervisory Engineer. 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.

## **19. 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 sixty (60) 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.

## **20. 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 Supervisory Engineer specifying the amounts due because of the termination for convenience

together with costs, pricing or other data required by the Owner or the Supervisory Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;

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

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

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

termination shall thereupon be deemed a Termination for Convenience under Subparagraph 19(A) and the provisions of Subparagraph 19(A) shall apply.

## **21. INSURANCE**

The Contractor shall have and maintain insurance in accordance with the requirements of **Exhibit "5"** attached hereto and incorporated herein by reference.

## **22. SURETY BONDS**

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

## **23. 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 Supervisory Engineer 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 **of the United States or Mexico** and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recording, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice. **Contractor should refer to the "Construction Rules Applicable to the Tornillo-Guadalupe New International Bridge" set forth in Exhibit 9, which Exhibit is incorporated herein for all purposes, for additional provisions related to access to documentation which are applicable only to the International Bridge.**

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

(A) The Contractor is aware that and hereby agrees that not less than the prevailing wage rates adopted by the El Paso County Commissioners Court for Highway/Heavy Construction 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 Heavy / Highway Labor Classifications are attached hereto as **Exhibit 7**, which Exhibit is 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 apprenticable trade specified by the County, according to the requirements of the County's adopted apprenticeship program as more specifically described in **Exhibit 8**, 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 County Director of Public Works regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.

**(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 Supervisory 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 County Director of Public Works and his/her agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the

jobsite the County Director of Public Works and his/her agents and representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. The Contractor and subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the County Director of Public Works and his/her agents and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.

**(I)** In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Contractor shall notify the Director of Public Works who shall investigate the matter and make a recommendation to the Commissioners Court to make a special wage rate determination as required.

**(J)** In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted on May 17, 1999, the Contractor and all subcontractors must comply with the following:

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

**(K)** The Contractor shall 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.

## 25. APPLICABLE LAW

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

## 26. SUCCESSORS AND ASSIGNS

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

**In witness whereof, this agreement is entered into on this the 14<sup>th</sup> day of May, 2012.**

**ATTEST:**

**OWNER – THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Veronica Escobar, County Judge

**APPROVED AS TO FORM:**

**CONTRACTOR –  
DAN WILLIAMS CONSTRUCTION COMPANY**

\_\_\_\_\_  
Owner's Representative

By \_\_\_\_\_  
(Name) Title

\_\_\_\_\_  
Assistant County Attorney

**EXHIBIT 1**

**County Bid # 12-045 Entitled “Construction for the Tornillo Guadalupe New  
International Bridge”**

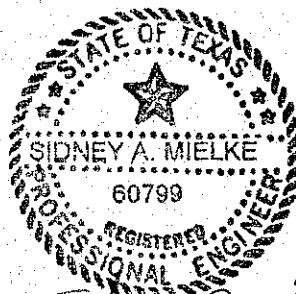
**And**

**All Bid Addendums**

# **Construction for the Tornillo Guadalupe New International Bridge**

**Bid # 11-045**

**Opening Date  
Wednesday, November 2, 2011**



*Sidney A. Mielke*  
09/30/11

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The following specifications are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted June 1, 2004 and incorporated into this project, by reference. Should any of these Technical Specifications conflict with requirements contained within the aforementioned Divisions A-B, the requirements of these Technical Specifications shall control.

**Standard Specifications**

ITEM 132	EMBANKMENT
ITEM 300	ASPHALTS, OILS, AND EMULSIONS
ITEM 314	EMULSIFIED ASPHALT TREATMENT
ITEM 320	EQUIPMENT FOR ASPHALT CONCRETE PAVEMENT
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT (QC/QA)
ITEM 401	FLOWABLE BACKFILL
ITEM 416	DRILLED SHAFT FOUNDATIONS
ITEM 420	CONCRETE STRUCTURES

ITEM 421	HYDRAULIC CEMENT CONCRETE
ITEM 422	REINFORCED CONCRETE SLAB
ITEM 425	PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS
ITEM 426	PRESTRESSING
ITEM 428	CONCRETE SURFACE TREATMENT
ITEM 432	RIPRAP
ITEM 440	REINFORCING STEEL
ITEM 441	STEEL STRUCTURES
ITEM 442	METAL FOR STRUCTURES
ITEM 445	GALVANIZING
ITEM 449	ANCHOR BOLTS
ITEM 450	RAILING
ITEM 454	BRIDGE EXPANSION JOINTS
ITEM 464	REINFORCED CONCRETE PIPE
ITEM 466	HEADWALLS AND WINGWALLS
ITEM 467	SAFETY END TREATMENT
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION & ENV. CONTROLS
ITEM 529	CONCRETE CURB, GUTTER AND COMBINED CURB&GUTTER
ITEM 540	METAL BEAM GUARD FENCE
ITEM 544	GUARDRAIL END TREATMENTS
ITEM 545	CRASH CUSHION ATTENUATORS
ITEM 552	WIRE FENCE
ITEM 610	ROADWAY ILLUMINATION ASSEMBLIES
ITEM 618	CONDUIT
ITEM 620	ELECTRICAL CONDUCTORS
ITEM 624	GROUND BOXES
ITEM 628	ELECTRICAL SERVICES
ITEM 634	PLYWOOD SIGNS
ITEM 644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 656	FOUNDATIONS FOR TRAFFIC CONTROL DEVICES
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES
ITEM 662	WORK ZONE PAVEMENT MARKINGS
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS
ITEM 672	RAISED PAVEMENT MARKERS
ITEM 677	ELIMINATING EXISTING PAVEMENT MARKINGS and MARKERS
ITEM 678	PAVEMENT SURFACE PREPARATION FOR MARKINGS

**Special Provisions.....**

ITEM 247-033	FLEXIBLE BASE
ITEM 340-003	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 341-024	DENSE-GRADED HOT-MIX ASPHALT (QC/QA)
ITEM 416-001	DRILLED SHAFT FOUNDATIONS
ITEM 420-002	CONCRETE STRUCTURES

## **Notice to Interested Parties**

Sealed Bids will be received at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 PM, Wednesday, November 2, 2011 to be opened at the County Purchasing Office the same date for Construction for the Tornillo Guadalupe New International Bridge. **A pre-bid conference will be held on Tuesday, October 18, 2011 at 10:00 a.m.** in the Purchasing Conference Room located at 800 East Overland, Room 300, El Paso, Texas 79901.

**Bids must be in a sealed envelope and marked:**

**"Bid to be opened November 2, 2011  
Construction for the Tornillo Guadalupe  
New International Bridge  
Bid #11-045"**

**Any additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Monday, October 24, 2011 at 12:00 p.m.**

Hard copies of the Specifications/Plans will be available at the County Purchasing Department for a non refundable fee of **\$75.00 on Wednesday, October 5, 2011 at 1:00 p.m.** CD will be sold for **\$25.00 non-refundable fee.** Please call to reserve your copy. (546-2048)

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

If the bid totals more than \$100,000.00, the bidder shall furnish certified cashiers check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ  
County Purchasing Agent

Visit us at: [www.epcounty.com](http://www.epcounty.com)

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### **Legal Notices**

Advertise Sunday, October 2, 2011 and Sunday, October 9, 2011. Any questions call Linda Mena at 546-2048.

Please fax me a confirmation of price and advertisement number.  
**P. O. #1102051.** Thank you.



ITEM 421-035	HYDRAULIC CEMENT CONCRETE
ITEM 425-001	PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS
ITEM 428-001	CONCRETE SURFACE TREATMENT
ITEM 440-002	REINFORCING STEEL
ITEM 441-005	STEEL STRUCTURES
ITEM 442-005	METAL FOR STRUCTURES
ITEM 450-001	RAILING
ITEM 464-003	REINFORCED CONCRETE PIPE
ITEM 500-005	MOBILIZATION
ITEM 502-033	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506-010	TEMPORARY EROSION, SEDIMENTATION & EROSION CONTROL
ITEM 540-015	METAL BEAM GUARD FENCE
ITEM 544-001	GUARDRAIL END TREATMENTS
ITEM 610-010	ROADWAY ILLUMINATION ASSEMBLIES
ITEM 620-001	ELECTRICAL CONDUCTORS
ITEM 628-001	ELECTRICAL SERVICES
ITEM 658-006	DELINEATOR AND OBJECT MARKER ASSEMBLIES
ITEM 672-034	RAISED PAVEMENT MARKERS

**Special Specifications**.....

None

## INVITATION FOR BIDS {PRIVATE}

The County of El Paso will receive Bids for Construction for the Tornillo Guadalupe New International Bridge, Bid #11-045, until 2:00 P.M., on Wednesday, November 2, 2011, at the County Purchasing Department, 800 East Overland, Rm 300 El Paso, Texas 79901 at which time and place all bids will be publicly opened and read aloud. Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Monday, October 24, 2011; at 12:00 p.m. Questions can be faxed to (915)-546-8180.

**A pre-bid conference will be held on Tuesday, October 18, 2011 at 10:00 a.m. in the Purchasing Conference Room located at 800 East Overland, Room 300, El Paso, Texas 79901.**

**Bids are invited upon the several items and quantities of work as follows:**

### **BASE BID**

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

Constructing new International Bridge, EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.

### **ADDITIVE ALTERNATE 1**

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

Constructing span over International Boundary for new International Bridge, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, INTERNATIONAL BOUNDARY PLAQUES, STRIPING, ETC.

Any additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Monday, October 24, 2011, at 12:00 p.m.

Copies of the Contract Documents may be obtained for a non-refundable sum of \$\_75\_ per each paper set and of \$\_25\_ per each electronic set on a CD of the documents at the office of the County Purchasing Agent, 800 E. Overland , Rm 300, El Paso, TX, 79901, telephone number (915) 546-2048. Payment for the Contract Documents may be by check or money order payable to the order of County of El Paso.

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

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

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

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

## **INSTRUCTIONS TO BIDDERS**

### **1. BID FORMS**

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

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

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to Monday, October 24, 2011 at 12:00 pm will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be faxed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

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

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

### **4. ALTERNATIVE BIDS**

Additive Alternative No. 1

### **5. BIDS**

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

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

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

#### **6. BID GUARANTEE**

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

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

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

#### **7. COLLUSIVE AGREEMENTS**

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

#### **8. CONTRACT PRICE QUOTES**

A lump sum quote must be submitted. However, for changing quantities of work items from those indicated by the contract drawings, a breakdown of the lump sum quote into unit prices shall also be provided. These unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Any changes shall be processed in accordance with the GENERAL CONDITIONS. The net monetary values of such additive and subtractive changes, if any, shall not increase or decrease the original contract price by more than twenty-five (25%), except for work not covered in the drawings and technical specifications as provided.

**9. CORRECTIONS**

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

**10. TIME FOR RECEIVING BIDS**

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

**11. OPENING OF BIDS**

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

**12. WITHDRAWAL OF BIDS**

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

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

- a. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The County, however, reserves the right to reject any and all Bids and to waive any technicality in Bids received whenever such rejection or waiver is in its interest.
- b. The County reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.

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

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

15. **EQUAL EMPLOYMENT OPPORTUNITY**

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

**BID FORM (LUMP SUM CONTRACT)**

Place County of El Paso Purchasing Department

Date \_\_\_\_\_

Project No. 11-045

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).

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Construction for the Tornillo Guadalupe New International Bridge that consists of the following:

The project consists of but is not limited to the following: Constructing new International Bridge, EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.

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 365 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$1000 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date

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

Addendum Number

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



BASE PROPOSAL: Bidder agrees to perform Constructing new International Bridge, EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.

as necessary and work described in the specifications and shown on the plans for the sum of (\$ \_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

Additive Alternative No. 1

Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of (\$ \_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
CIQ Document Number

\_\_\_\_\_  
CIQ Sent Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Signature

## 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:

Item No./ Spec. No.	Est. Qty.	Unit of Meas	Item Description / Unit Price (in Words)	Unit Price (in numbers)	Extension (in numbers)
BASE	BID				
1. 132	16550	CY	EMBANKMENT, TYPE B _____ /unit		
2. 164	9664	SY	Seeding for erosion control _____ /unit		
3. 401	311	CY	Flowable Backfill _____ /unit		
4. 416	100	LF	Drill Shaft (18") _____ /unit		
5. 416	800	LF	Drill Shaft (36") _____ /unit		
6. 416	2400	LF	Drill Shaft (60") _____ /unit		
7. 420	78.4	CY	CL C Conc (Abut) _____ /unit		
8. 420	784.9	CY	CL C Conc (Bent) _____ /unit		
9. 420	142.5	CY	CL S Conc (Appr Slab) _____ /unit		
10. 422	55056	SF	Reinf Conc Slab (CL S) _____ /unit		
11. 425	8746.9	LF	Prest Conc Beam (TY IV) _____ /unit		
12. 428	6231	SY	Conc Surf Treat (Class I) _____ /unit		
13. 432	195	CY	Riprap Concrete, Class "B" _____ /unit		
14. 442	496	LB	Structural Steel, misc. _____ /unit		

15. 450	1246.1	LF	Rail (TY C501) _____/unit		
16. 454	297.3	LF	Sealed Expansion Joint _____/unit		
17. 500	1	LS	Mobilization _____/unit		
18. 502	12	MO	Barricades, Signs and Traffic Handling _____/unit		
19. 506	219	SY	Construction Exits (Install) (TY 1) _____/unit		
20. 506	219	SY	Construction Exits (Remove) _____/unit		
21. 506	3220	LF	Temporary Sediment Control Fence _____/unit		
22. 506	3220	LF	Temporary Sediment Control Fence (Remove) _____/unit		
23. 550	1245.7	LF	Chain Link Fence _____/unit		
24. 550	152	LF	Permanent Border Fence Remove _____/unit		
25. 550	152	LF	Permanent Border Fence Install _____/unit		
26. 550	160	LF	Temporary Border Fence Remove _____/unit		
27. 550	160	LF	Temporary Border Fence Install _____/unit		
28. 550	1	EA	Temporary Border Fence Gate Install _____/unit		
29. 610	14	EA	Roadway Illuminaire Assembly _____/unit		
30. 666	640	LF	Refl Pav Mrk TY I (W) 4" (Brk) (100 Mil) _____/unit		
31. 666	1246	LF	Refl Pav Mrk TY I (W) 4" (Sld) (100 Mil) _____/unit		
32. 666	1246	LF	Refl Pav Mrk TY I (Y) 4" (Sld) (100 Mil) _____/unit		

33. 672	32	EA	Refl Pav Mrkr TY I-C _____/unit		
34. 672	30	EA	Refl Pav Mrkr TY II-A-A _____/unit		
TOTAL	BASE	BID	_____		
			ADDITIVE ALTERNATE NO.1		
35. 422	9400	SF	Reinf Conc Slab (CL S) _____/unit		
36. 425	1495	LF	Prest Conc Beam (TY IV) _____/unit		
37. 428	1002	SY	Conc Surf Treat (Class I) _____/unit		
38. 450	200	LF	Rail (TY C501) _____/unit		
39. 550	200	LF	Chain Link Fence _____/unit		
40. 666	80	LF	Refl Pav Mrk TY I (W) 4" (Brk) (100 Mil) _____/unit		
41. 666	200	LF	Refl Pav Mrk TY I (W) 4" (Sld) (100 Mil) _____/unit		
42. 666	200	LF	Refl Pav Mrk TY I (Y) 4" (Sld) (100 Mil) _____/unit		
43. 672	59	EA	Refl Pav Mrkr TY I-C _____/unit		
44. 672	6	EA	Refl Pav Mrkr TY II-A-A _____/unit		
TOTAL	ALT#1	BID	_____		

The total base bid amount and total additive alternate #1 bid shown on this page shall match exactly the amount shown on the bid form. 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 90 calendar days after the scheduled closing time for receiving bids.

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

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

Respectfully submitted:

By \_\_\_\_\_

\_\_\_\_\_ TITLE

\_\_\_\_\_ ADDRESS

\_\_\_\_\_

**BID BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_, for Construction for the Tornillo Guadalupe New International Bridge.

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 be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of, 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 Local Public Agency should be substituted for this form where necessary.)

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

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

Countersigned By: \_\_\_\_\_  
Attorney-in-Fact, State of \_\_\_\_\_

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

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

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

\_\_\_\_\_Title

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_ hereinafter called Principal, and  
(Corporation/Partnership)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, Office of Director of Purchasing Agent, 800 E. Overland, Room 300, El Paso, TX 79901** hereinafter called OWNER, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum will and truly to be made we bind successors, assigns, and ourselves jointly and severally, firmly in these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: **Construction for the Tornillo Guadalupe New International Bridge**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which if may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, other-wise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counter-parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

_____	By: _____
(Principal Secretary)	(Principal)
_____	(Seal)
(Witness as to Principal)	(Address)
	_____

ATTEST:

_____	_____
(Witness as to Surety)	(Surety)
_____	(Attorney in Fact)
(Address)	By: _____
_____	(Address)
	_____

**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.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_, hereinafter called Principal, and  
(Corporation/Partnership)

\_\_\_\_\_  
(Name or Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, 800 E. Overland, El Paso, TX 79901**, hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_, (\$ \_\_\_\_\_) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Construction for the Tornillo Guadalupe New International Bridge**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_counter-parts, each one of which shall be deemed as original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Witness as to Principal)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney in Fact)

By: \_\_\_\_\_  
(Address)

**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.**

**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of Texas

County of El Paso

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

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

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

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

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

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

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

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Texas

County of El Paso

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

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";
- (6) He is fully informed respecting the preparation and contents of the Subcontractor's 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 \_\_\_\_\_, 200\_\_.

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

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

<b>PREVAILING WAGE RATE</b>	
<b>NAME</b>	<b>ENTITY</b>
Anthony R. Talamo	City of El Paso, Engineering
William J. Wachtel	El Paso ISD
Adrian Streson	YISD
Martha Carrasco	Canutillo ISD
John Ruiz	Bldg Trades
Javier Casas	IBEW local 583
Angel Rivera	IBEW local 583
Vince Alvarado	SMIOLO 49
Nick P. Corona	EPISD-FM & C
Rene Chavez	SISD
Joe Gomez	AGC
John Goodrich	CF Jordan
Matthew McElroy	City of El Paso
Troy Glover	Thomason Hospital
John P. Lane	JP Co.
Herb De La Rosa	Plumbing
J.P. Plumbing & Heating	APHC
Eileen Karlsruher	SSCA
Oscar Venegas AGC	AGC
Ed Anderson	AGC
Tom Johnson	AGC of Texas
Ernie Carrizal	County of El Paso R&B
Mike Dooley	CF Jordan
Eric Galvan	Dailey Construction
Rogelio Gandara	Dailey Construction
Jim Booher	YISD
Jason Salazar	Sunset West Inc.
Anthony Salazar	Sunset West Inc.
Mark Vechione	SISD
Carlos Ornelas	EDCO Corp
Kristen Ogden	AGC of Texas
Cynthia Osborn	City of El Paso
Bertha Ontiveros	City of El Paso
Robert Rivera	County of El Paso R&B

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

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

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

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

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

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

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

## APPRENTICESHIP PROGRAM PROCEDURES

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



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



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

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

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

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



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

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

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

## EL PASO COUNTY: Building Definitions – 2008

1	Automatic Fire Sprinkler Fitter, Certified	Assembles, installs and repairs pipes, fittings, and fixtures for sprinkler systems for fire prevention. Locates <i>and</i> marks position of pipe and pipe connections and passage holes for pipes in ceilings. Cuts openings to accommodate fixtures. Assembles and tests lines <i>and</i> fittings. Performs other related duties.
2	Brickmasons and Blockmasons	Lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct or repair walls, partitions, arches, sewers, and other structures. Exclude "Stonemasons". Classify installers of mortarless segmental concrete masonry wall units in "Landscaping and Grounds-keeping Workers".
3	Carpenters – Acoustical Ceiling Installation	Construct, erect, install, or repair the structure for acoustical ceiling tile.
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, and structural framing.
6	Caulker / Sealers	Applies water proofing agents or caulk to a variety of structures and materials
7	Door & Hardware Specialist	Installs doors, hardware and accessories.
8	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", and "Tile and Marble Setters".
9	Drywall Finishers & Tapers	Seal joints between plasterboard or other wallboard to prepare wall surface for painting or papering.
10	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.
11	Electronic Technician	Set-up, rearrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
12	Elevator Installers and Repairers	Assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, or dumbwaiters.

Created on 5/11/2008

2008 Building Definitions

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

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

Created on 5/11/2008

2008 Building Definitions

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

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



### **EL PASO COUNTY: HEAVY / HIGHWAY DEFINITIONS -2008**

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

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

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

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

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## BUILDING CONSTRUCTION TRADES

Classification	EPCHD 11/13/01	El Paso County Prevailing Wage Rate 8/11/04	El Paso County PWR Per Hr. 5/12/08	Davis Bacon 2008
Asbestos/Abatement	10.00	10.00	10.00	
Air Conditioning Mechanic	11.50	13.50	22.00	
Bricklayer	17.84	17.84	17.84	
Acoustical Ceiling Installer	17.84	17.87	12.50	10.45
Carpenter - Rough			14.71	10.79
Carpenter- All other, Millwright				
Carpenter	17.87	17.87		
Caulker (Sealant)			10.00	10.00
Cement Mason/ Concrete Finisher	10.50	10.50	11.91	11.91
Drywall Installer		19.49	12.50	
Drywall Finishers & Tapers		10.50	12.50	8.78
Electrician	19.44	21.27	25.54	24.04
Electronic Technician	19.44	9.00	19.44	
Elevator Constructor	20.24	33.34	46.45	
Floor Layer - Resilient & Carpet	11.00	11.00	11.50	12.87
Forklift Operator			9.37	
Glazier	11.50	10.82	10.00	
Insulators			10.00	10.00
Ironworker- Reinforcing/Structural	10.25	10.25	10.59	8.83/10.59
Irrigator, Certified	18.15	14.50	8.50	
Laborer, Skilled	11.02	15.18	9.50	
Laborer, Common	8.88	8.88	8.50	7.95
Manlift			12.13	
Millwright	22.01	17.87	17.48	
Operating Engineer- Crane	17.85	17.85		
Operating Engineer- Heavy Equip	16.03	16.03		
Operating Engineer- Med. Equip	15.58	15.58		
Operating Engineer- Light Equip	7.50	8.50		
Painter	8.50	8.00	10.50	9.17
Paper Hanger			10.50	
Plasterer	14.44	11.00	13.50	10.86
Plumber				
Pipefitters (heavy 2008= 43.94)				
Plumber & Pipefitter (no HVAC work)	18.15	14.50		
Reinforcing Steel Setter		15.37	11.50	8.83
Roofer	9.75	9.00	10.50	
Rock Mason	8.00		9.00	
Sheet Metal Worker-all other work (not HVAC)	9.00	14.00	27.16	11.23
Sprinkler Fitter	12.85	13.00	38.60	38.60
Tile Setter & Terrazo Worker	17.84	9.50	12.00	12.02
Tile & Marble Finisher	11.91			8.01
Truck Driver – Light	8.00	9.00	9.00	9.00
Truck Driver – Heavy (over 2,600 #)	9.50	8.00	14.69	
Caulker (Sealant)	9.50	9.50	10.00	
Concrete Saw Cutter	9.50			
Mechanic	9.25		14.00	

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

## Heavy Construction

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

**\*Note: Wage rates include benefits.**

5/12/2008

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

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

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

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

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

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

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

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

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

(A) The Contractor is fully qualified to 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. INTENT AND INTERPRETATION**

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

(A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents;

(B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;

(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;

(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(E) The words "include", "included", or "including", as used in this Contract, shall be deemed to be followed by the

phrase, "without limitation";

(F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

(G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make-up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and the Architect of any conflict, ambiguity, error or omission which the contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Architect of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construct, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;

(H) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (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.

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

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

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

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

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;
- (C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, fuel, or additional light, required for construction and all necessary building permits and other permits required for the construction of the Project;
- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

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



(A) The Contractor shall commence the performance of this Contract within \_\_\_\_ days of the execution of this Agreement and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before \_\_\_\_\_ from the date of commencement;

(B) The contractor shall pay the Owner the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) per day for each and every calendar day of unexecuted delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

(D) All limitations of time set forth herein are material and are of the essence of this Contract.

## **7. FIXED PRICE AND CONTRACT PAYMENTS**

(A) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). The price set forth in this Subparagraph 7(A) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract;

(B) Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Architect the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Architect or the Owner requests. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Architect and the Owner.

(C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 7. On or before the \_\_\_\_ day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the \_\_\_\_ day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Architect or Project Manager, the Owner, or both. Therein, the Contractor may request payment for ninety percent (95%) of that part of the Contract Price allocable to the Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount the previously payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect shall review the Payment Request and may also review the work at the Project site or

elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Architect shall approve in writing the amount which, in the opinion of the Architect, is properly owing to the Contractor. The Owner shall make payment to the contractor within fifteen (15) days following the Architect's written approval of each Payment Request. The amount of each such payment shall be the amount approved for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 7(f) hereinbelow. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment requests and waivers and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

(D) When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;

(E) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;

(F) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  - (3) The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be unexcusably delayed;
  - (4) The Contractor's failure to use Contract funds, previously paid the 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 shall bear interest at the rate of one percent ( 1%) per month;

(H) When Substantial Completion has been achieved, the Contractor shall notify the Owner and the Architect or Project Manager in writing and shall furnish to the Architect or Project Manager a listing of those matters yet to be finished. The Architect or Project Manager will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Architect or Project Manager will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. If the Architect or Project Manager, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

(I) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will perform a final inspection of the Project. If the Architect confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Architect will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

(J) If the Contractor fails to achieve final completion within \_\_\_\_\_ days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(K) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any, with a copy to the Architect:

- (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 fifteen (15) days of the Architect's execution of a final Approval for Payment.

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

(A) If appropriate, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey;

(B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor.

(C) The Owner will provide the Contractor one copy of the complete Contract. The Contractor will be charged, and shall pay the Owner, a reasonable fee per additional copy of the Contract which it may require.

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

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

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

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

(A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 3(G) which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Architect and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;

(B) All work shall strictly conform to the requirements of this Contract;

(C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

(D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment

provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

(E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;

(F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function

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

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

(H) The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

(I) Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Architect. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Architect or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract. The Owner and the Architect shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Architect;

(J) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;

(K) At all times relevant to this Contract, the Contractor shall permit the Owner and the Architect to enter upon the Project site and to review or inspect the work without formality or other procedure.

## **11. INDEMNITY**

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

## **12. THE PROJECT ENGINEER**

The engineer for this Project is THE COUNTY ROAD ENGINEER or his designated Representative/Consultant (the "Engineer"). 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 hereinafter;

(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.

## **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 Engineer. Such claim shall be received by the Owner and the Engineer 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 Engineer 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 therefor, 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 therefor in a court of competent jurisdiction;

(F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner behalf, or by Owner-authorized Change Orders, unusually bad weather not capable of being reasonably anticipated, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Engineer. A task is critical within the meaning of this Subparagraph 13(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above. If the Contractor fails to make such claim as required in this Subparagraph 13(F), any claim for an extension of time shall be waived.

#### **14. SUBCONTRACTORS**

Upon execution of this Contract, the Contractor shall identify to the Owner and the Engineer, 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 hereinbelow.

#### **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 Engineer after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

(B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or

(2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual cost incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job-site overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Engineer requires.

(C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractors' agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matter relating to or arising out of or resulting from the work included within or affected by the executed Change Order;

(D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Engineer, 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 Engineer, such work shall be uncovered and displayed for the Owner's or Engineer'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 Engineer, be uncovered and displayed for the Owner or Engineer's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

(C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Engineer as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;

(D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner;

(E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In



such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

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

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

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

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

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

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

#### **19. TERMINATION BY THE OWNER**

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

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

- (1) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3)

below;

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

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

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

## **20. INSURANCE**

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

## **21. SURETY BONDS**

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

## **22. PROJECT RECORDS**

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

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

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

(B) Contractor agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058 and acknowledges that it understands that it will pay to the Owner the sum of \$60.00 per day or part of a day, per worker, that a worker is paid less than said prevailing wage rates set forth in this contract.

(C) The Contractor agrees to keep records showing the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. The Contractor further agrees that such records shall be open at all reasonable hours to inspection by the County through its officers and agents.

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

(E) Upon a determination by the County that there is good cause to believe that a contractor has violated Chapter 2258 of the Texas Local Government Code, the County shall withhold any amount due under the contract, up to and including the entire contract price, which the Commissioners Court or its agent, in the exercise of reasonable discretion, determines is sufficient to 1) cover the costs to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the prevailing wage rate and 2) cover the costs of penalties under Section 2258.023 and 3) to ensure compliance with Chapter 2258 for the duration of the project.

(F) Payroll Records, At the time the Contractor submits its applications for progress payments to the project 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 County Director of Public Works and his/her agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the County Director

of Public Works and his/her agents and representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. The Contractor and subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the County Director of Public Works and his/her agents and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.

(I) In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Contractor shall notify the Director of Public Works who shall investigate the matter and make a recommendation to the Commissioners Court to make a special wage rate determination as required.

(J) In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted on May 17, 1999, the Contractor and all subcontractors must comply with the following:

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

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

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

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

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

#### **24. APPLICABLE LAW**

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

#### **25. SUCCESSORS AND ASSIGNS**

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

**ATTEST:            OWNER - THE COUNTY OF EL PASO**

**APPROVED AS TO FORM: CONTRACTOR**

Assistant County Attorney \_\_\_\_\_

By \_\_\_\_\_ (Name) \_\_\_\_\_ Title

## 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 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

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

\_\_\_\_\_  
Date

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

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

1

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

# COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland,  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LINDA MENA, INVENTORY BID TECHNICIAN

## BIDDING CONDITIONS

**This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.**

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive.

14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. 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. ANY 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.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

## Health Insurance Benefits Provided By Bidder

### Consideration of Health Insurance Benefits\*

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

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

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

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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

\* This page must be included in all responses.



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

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RE: Bid #11-045, Construction for the Tornillo Guadalupe New International Bridge

Dear Vendor:

As of January 1, 2006, 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. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

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

County Officers: County Judge Veronica Escobar  
Commissioner Anna Perez  
Commissioner Sergio Lewis  
Commissioner Willie Gandara Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Linda Mena, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.

**Include a copy of the completed and signed CIQ form with your bid whether a relationship exists or not.**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received

Bid # 11-045

**1 Name of person who has a business relationship with local governmental entity.****2**☐ Check this box if you are filing an update to a previously filed questionnaire.

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

**3****Name of local government officer with whom filer has employment or business relationship.**\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

Adopted 06/29/2007

## COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LINDA MENA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-81

### Instructions: Conflict of Interest Form (CIQ)

- **Please complete CIQ Form whether or not a conflict exists.**
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 the attention of the County Clerk's office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to Official Public Records - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy of your fax confirmation to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Linda Mena or Lucy Balderama at 915-546-2048



**Tex. Local Gov't Code § 176.006 (2005)**

**§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire**

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

**§ 176.001. Definitions**

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# COUNTY OF EL PASO, TEXAS

## Solicitation Check List

### Construction for the Tornillo Guadalupe New International Bridge Bid #11-045

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#### THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, November 2, 2011. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

\_\_\_\_\_ 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?

\_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-543-3816 attention County Clerks office?

\_\_\_\_\_ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. Please include the completed and signed form with your response whether a relationship exists or not.

If your bid totals more than \$100,000, did you include a bid bond?

Did you provide one original and two (2) copies of your response?

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# GENERAL CONDITIONS

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

101. Definitions
102. Superintendence
103. Subcontracts
104. Other Contracts
105. Fitting and Coordination of the Work
106. Mutual Responsibility of Contractors
107. Progress Schedule
108. Payments to Contractor
109. Changes in the Work
110. Claims for Extra Cost
111. Termination, Delays, and Liquidated Damages
112. Assignment or Renovation
113. Disputes
114. Technical Specifications and Drawings
115. Shop Drawings
116. Request for Supplementary Information
117. Materials and Workmanship
118. Samples, Certificates, and Tests
119. Permits and Codes
120. Care of Work
121. Accident Prevention
122. Sanitary Facilities
123. Use of Premises
124. Removal of Debris, Cleaning, Etc
125. Inspection
126. Review by Local Public Agency
127. Deduction for Uncorrected Work
128. Insurance
129. Patents
130. Warranty of Title
131. General Guarantee
132. Project Site
133. Time of Completion
134. Liquidated Damages
135. Special Hazards
136. Contractor and Subcontractor's Public Liability,  
Vehicle Liability and Property Damage Insurance
137. Responsibilities of Contractor
138. Communications
139. Job Offices
140. Partial Use of Site Improvements
141. Work by Others
142. Contract Documents and Drawings
143. County Prevailing Wage

## GENERAL CONDITIONS

### **101. DEFINITIONS**

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

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

- j. The term "Addendum" or "addenda" means any changes, revisions or clarifications of the Contract Documents, which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving bids.

#### **102. SUPERINTENDENCE BY CONTRACTOR**

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

#### **103. SUBCONTRACTORS**

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has received written approval of such subcontractor from the Local Public Agency.
- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her.
- d. The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract.
- e. Nothing contained in the contract shall create any contractual relations between any subcontractor and the Local Public Agency.

#### **104. OTHER CONTRACTS**

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

## **105. FITTING AND COORDINATION OF WORK**

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

## **106. MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

## **107. PROGRESS SCHEDULE**

- a. The contractor shall submit for approval immediately after execution of the agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work the anticipated monthly payments to become due the contractor, and the accumulated percent of progress each month.
- b. COST BREAKDOWN- The contractor shall submit to the Local Public Agency a breakdown of his/her estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency.

This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the contractor for the work performed under the contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the contractor.

## **108. PAYMENTS TO CONTRACTOR**

### **Partial Payments**

- a. The contractor shall prepare his/her requisition for partial payment as of the last day of the month and submit it with the required number of copies to the Engineer for his/her approval. The amount of the payment due the contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1.) ten percent (10%) of the total amount, to be retained until final payment and (2.) the amount of all previous payments. The total value of work completed to date shall

be based on the estimated quantities of work completed and on the unit process contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer.

- b. Monthly or partial payments made by the Local Public Agency to the contractor are monies advanced for the purpose of assisting the contractor to expedite the work of construction. The contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public agency to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Local Public Agency in all details.
- c. If a Lump sum contract is deemed advisable revise:

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

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

#### Final Payment

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



gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the contractor or his/her sureties of full responsibility for materials furnished or work performed not in strict accordance with Contract.

#### **126. REVIEW BY LOCAL PUBLIC AGENCY**

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

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

#### **127. DEDUCTION FOR UNCORRECTED WORK**

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

#### **128. INSURANCE**

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

- a. **Compensation Insurance.** The contractor shall procure and shall maintain during the life of his/her contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his/her employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the contractor shall require the subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any

class of employees engaged in hazardous work on the project under this contract is not

protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.

- b. **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Section 137, General Conditions.
- c. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The contractor shall require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Section 137 General Conditions specified in subparagraph (b) hereof.
- d. **Scope of Insurance and Special Hazards.** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the contractor and his/her subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Special Conditions.
- e. **Proof of Carriage of Insurance.** The contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

Such certificates shall also contain substantially the following statement:

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

## **129. PATENTS**

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

### **130. WARRANTY OF TITLE**

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

### **131. GENERAL GUARANTEE**

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

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

### **132. PROJECT SITE**

From United States Port of Entry to the International Boundary.

### **133. TIME FOR COMPLETION**

The work, which the contractor is required to perform under the Contract, shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the contractor and shall be fully completed within three hundred sixty five (365) consecutive calendar days thereafter.

### **134. LIQUIDATED DAMAGES**

As actual damages for any delay in completion of the work which the contractor

is required to perform under this contract are impossible of determination, the contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of One Thousand Dollars (\$1000.00) as fixed, agreed and liquid damages for each calendar day of delay from the above stipulated for substantial completion, and One Thousand Dollars (\$1000.00) as fixed, agreed and liquid damages for each calendar day of delay from the above stipulated for final completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

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

**135. SPECIAL HAZARDS**

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

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

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

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

### **137. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

### **138. COMMUNICATIONS**

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

### **139. JOB OFFICES**

- a. The contractor shall furnish and maintain, during construction of the Improvements embraced in these Contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows: (NONE).
- b. The contractor and his/her subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the Local Public Agency, the contractor shall remove all such temporary structures and facilities from the Site, same to become his/her property, and leave the Site of the work in the condition required by the Contract.
- d. Consideration should be given to the deletion of Paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.
- e. If a job office is required, specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

### **140. PARTIAL USE OF SITE IMPROVEMNETS**

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

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

#### **141. WORK BY OTHERS**

(It may be that local ordinances or regulations require connections, or disconnection's, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs if any, to the contractor should be stated in Paragraph "b". Delete such items not applicable.)

The following work will be done by others:

- a. At no expense to the Contractor:
  - (1) On site:
    - (a) In the event of ongoing utility improvements not part of this project.
- b. At the expense of the Contractor:
  - (1) Adjustments to utilities not covered in Owner/Utility franchise agreements.

#### **142. CONTRACT DOCUMENTS AND DRAWINGS**

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

#### **143. COUNTY PREVAILING WAGE RATES**

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

## SPECIAL CONDITIONS

### 1.01 ACCESS TO THE SITE

The majority of the construction activities on this project will be performed on new location right-of-way. The only access to the site will be from former FM 1109 on the northern end of the project. Furthermore, access to the project site is through the active construction site for the Federal Land Port of Entry. The Contractor for the Federal LPOE construction site has designated specific pathways for all construction access to the International Bridge site. Close coordination between the Federal Government's and County's contractors will be required. Refer to the contract plans for proposed access routes and other items relating to access and badging requirements.

The Contractor will be required to obtain separate permits to use of any other EPCWID#1 maintenance roads or private farm roads for access to the project, from alternate locations.

The Contractor will be required to install and maintain the erosion control features identified within the contract plans, and prevent any storm water runoff into all canals and drains owned by EPCWID#1.

### 1.02 TRAFFIC CONTROL THROUGH THE WORK SITE

The Contractor will be required to allow officers of the U.S. Border Patrol and U.S. Customs and Border Protection access to the project site at all times. The Contractor's equipment and personnel are subject to inspection by Federal officers at any time.

### 1.03 PROJECT SIGN

The General Contractor shall erect two (2) signs, one at each end of the project site, identifying The County of El Paso as sponsor for the development of the project.

The project signs shall be substantially in accordance with the drawing included herein and shall be made from ¾ inch plywood, placed in a prominent location and maintained in good condition until completion of the project.

**PAYMENT: No direct payment will be made to the Contractor for the work and materials involved in providing and installing the project signs. Such work and materials shall be considered subsidiary to the several items of work for which unit prices are required in the proposal.**

**THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE PROJECT**

**CONSTRUCTION SIGNS WHEN THE WORK HAS BEEN COMPLETED**



**THE COUNTY OF EL PASO  
TORNILLO-GUADALUPE NEW INT'L BRIDGE**

**VERONICA ESCOBAR, COUNTY JUDGE  
WILLIE GANDARA, JR., COM. PCT # 3  
CONTRACTOR NAME  
ADDRESS & TELEPHONE NO.**

**STRUCTURAL ENGINEERING ASSOCS. INC.  
CONSULTING ENGINEERS  
SAN ANTONIO, TEXAS  
(210) 738-8202**

**4'**

**8'**

**NOTE: SIGN TO BE INSTALLED IN GROUND ON 2 - 4"x4" POSTS.  
BLUE BORDERS  
WHITE BACKGROUND  
RED LETTERS  
PROJECT SIGN (2) REQUIRED**

## GENERAL SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

Section 01001: General Requirements

Section 01100: Special Requirements

<b>GENERAL SPECIFICATIONS</b>
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**SECTION 01001 – GENERAL REQUIREMENTS**

**1.1 GENERAL DESCRIPTION OF THE PROJECT**

- A. The work contemplated under this contract consists of the furnishing of all labor, materials, equipment, and tools necessary for the construction of the project titled as follows:

**2.1 CONTRACT DRAWINGS OR PLANS**

- A. The details for the above mentioned work as shown on a set of drawings. These drawings together with these specifications and contract documents form the Contract. Where figures are shown on the drawings, they shall take precedence over any scaled distances or dimensions.

**3.1 COMMON REFERENCE STANDARDS**

- A. Reference in the Specifications to known standards such as codes, specifications, etc., promulgated by professional or technical associations, institutes and societies, are intended to mean the latest edition of each such standard adopted and published as of the date of the invitation bid on this project except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full.

**4.1 EQUIPMENT**

- A. Equipment of a condition and design sufficient to insure a thorough and workmanlike prosecution of the project shall be used at all times and any equipment which, in the opinion of the Engineer or his representative, has outlived its efficiency or is inadequate in design, shall be removed from the project within forty-eight (48) hours after receipt of written notice from the Engineer or representative.

**5.1 PROFILE AND ELEVATION**

- A. Profile and elevations of the ground as shown on the plans are believed to be reasonably correct but are not guaranteed. Elevations are referred to as indicated on plans.

## **SECTION 01001 – GENERAL REQUIREMENTS**

### **6.1 MATERIALS AND APPLIANCES**

- A. If at any time before the commencement, or during the progress of the work, the materials and appliances used appear to the Engineer or representative as not sufficient and improper for securing the quality of the work required, he may order the Contractor to improve their character and the Contractor shall conform to such order. The failure of the Engineer or representative to demand any improvement shall not release the Contractor from his obligation to secure the quality of the work as specified.

### **7.1 SUBMITTALS**

- A. Contractor shall provide submittals (shop drawings, data sheets, diagrams, schedules and any other data specifically prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor) to illustrate some part of the Contract Work. The Contractor shall deliver four (4) copies of each submittal as needed by the items included on the Technical Specifications and as outlined on the General Conditions for review by the Owner and the Engineer. The Contractor shall examine and check all submittals prior to delivery and shall assure himself as to their compliance with the Plans and Specifications. He shall indicate so by stamping and signing each submittal separately as Contractor's approved. Contractor shall be fully responsible for the complete and satisfactory fitting and performance of his materials, equipment and supplies.

### **8.1 DISPOSAL OF WASTE MATERIALS**

- B. All waste materials including excavation, concrete curbs, sidewalks and driveways shall be disposed of at designated points approved by the Engineer or representative, and according to Federal, State and local ordinances and regulations.

END OF SECTION

## SECTION 01100 - SPECIAL REQUIREMENTS

### 1.1 DESCRIPTION

- A. These specifications shall govern for handling of traffic around and through the area during all phases of Construction, and the furnishing of all barricades, flags, flag-man and other essentials necessary to complete this work as required on the plans and in this specification.

### 2.1 BARRICADES, FLAGS, WARNING SIGNS, ETC.

- A. Barricades, flags, warning signs, etc., shall conform to the Traffic Control Plan and to specifications given in the Texas Manual on Uniform Traffic Control Devices for Streets and the Highways Volume 1, 1980 Edition, Part IV, issued by the Texas Department of Transportation (TXDOT).

#### a) SEQUENCE OF OPERATIONS

- A. Sequence of Operations shall be as directed by the Engineering Department's representative and in general shall be as follows:
- B. All concrete curb, sidewalk, driveways, etc., which are shown to be removed shall be broken and if not removed from the job site immediately shall be piled neatly in the roadway and flagged and flared or barricaded if necessary in the opinion of the Engineering Department's representative. All demolition in sidewalk areas shall be barricaded and marked with at least two oil flares or one electric flare at each end of the work.
- C. Required curb, sidewalk, driveways, etc., shall be constructed as shown on the plans or directed by the Engineering Department's representative. All construction in sidewalk areas shall be barricaded and marked with at least two oil flares or one electric flare at each end of the work.
- D. Type C barricades shall be used to mark construction areas within the project before work begins. Upon commencing operations, the section in which the work is being done shall be closed to traffic. This shall be accomplished by placing Type B barricades at each end or the section involved and Type B or Type E barricades on each side of street intersection. These barricades shall remain in place until the pavement has been laid and the removal of the barricades is authorized by the Engineer or representative. All barricades shall be adequately flared during the hours of darkness, and shall be maintained by the Contractor on Sundays, Holidays and all non-working days due to labor stoppages, strikes, arbitration or other delays in addition to all work days.

## SECTION 01100 - SPECIAL REQUIREMENTS

- E. Furnishings of barricades, flags, flares, warning signs, flag-men, and other incidentals and inconveniences necessary for the accomplishment of the work and objectives stated herein, will be considered subsidiary to the various bid items submitted for this project.

### PART 1 - GENERAL

- 1.1 The Contractor shall visit and familiarize himself with the project site prior to submitting bids. The Contractor shall coordinate the construction schedule with all utilities and all other affected agencies. The Contractor shall, at no additional cost to the Owner, be responsible for the replacement of any above or below ground utility lines damaged by any of the Contractor's operations during the period of the Contract. The County of El Paso rules, regulations, codes and ordinances shall govern any work done under this heading.

- 2.1 UTILITY PROTECTION:

- A. Existing water, sanitary sewer, gas, electric and telephone lines may cross the project at various locations. All lines which could be found, or about which information could be obtained from the owners of such lines, are shown on the drawings. However, the Contractor shall take every precaution to prevent damage to any utility lines not shown on the drawings. Contractor shall be responsible for the protection of all utility lines encountered in the work.

If it is necessary to interrupt existing surface drainage, sewers or underground drainage, conduits, utilities, or similar underground structures the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the proper utility agency and shall arrange for their removal or relocations if necessary. The Contractor shall, at no cost to the Owner, satisfactorily repair, replace, relocate or pay the cost of all damage to such facilities or structures which may result from any of the Contractor's operations during the period of the contract.

- 3.1 UTILITY RELOCATION:

- A. It shall be the responsibility of the Contractor to coordinate with utility companies the removal and relocation of utilities. All existing utility infrastructure foundations shall be excavated for at least 2 feet (0.6m) below the top of sub grade or as indicated on the plans, and the material disposed of as directed. All excavated foundations shall be backfilled with suitable material and compacted as specified in Section 02315, Excavating, backfilling and Compacting.

Main Line Utilities: The removal or relocation of existing main line utilities required to permit orderly progress of work shall be accomplished by the respective utility companies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer or other main utility is encountered and must be removed or relocated, the Contractor shall notify the proper local utilities or Owner. The local utility company will be responsible for all associated cost of removal and relocation of these private main line utilities, unless otherwise indicated on the contract.

- B. Service Line Utilities: Active service line utilities including water and sanitary sewer whether or not shown on the drawings, shall be adequately protected from damage and repaired, restored, removed or relocated by the Contractor, at no additional cost to the Owner. Service must be provided to users at all times.

- C. Inactive or abandoned utilities encountered during clearing and grubbing or grading of construction shall be removed, capped, or plugged by the Contractor at no additional cost to the Owner. In the absence of specific requirements all work under this heading shall be done in accordance to local codes or regulations or as directed by the Engineer or representative.

#### 4.1 UTILITY VERIFICATION:

- A. Underground/overhead utilities shown on the drawings are for design purposes only. Other utilities may exist which are not shown on the drawings. The location, depth, and size of these utilities shown are for information purposes only and shall be verified by the Contractor.

#### 5.1 WATER AND STORM SEWER UTILITIES:

- A. It will be the responsibility of the Contractor to schedule and perform his work to assure proper passage of any storm runoff water during the course of this operation. All labor tools, equipment and supervision required to assure such proper passage of runoff water and any removal or handling of water in order to maintain dry conditions shall be considered as incidental to the specified work and shall be at no cost to the Owner.

#### B. For 24-inch RCP Storm Sewer or Smaller:

##### 1. Water or Sanitary Sewer Lateral

Where existing sanitary sewer or water laterals conflict horizontally or vertically with the proposed storm drainpipe, they shall be realigned to clear the storm drain by 12 inches. If they are less than 125 inches from the storm drain, they shall be encased in 6 inches (min.) of sanitary concrete within the trench limits at no additional cost to the Owner.

##### 2. Water or Sanitary Sewer Lateral or Main

Where the existing sanitary sewer or water main or lateral cross over the top of the proposed storm drain with less than 12 inches clearance, but with 48 inches cover, the sanitary sewer/water pipe shall be supported by a concrete saddle poured on top of storm drain pipe. The saddle shall extend through the trench limits for lateral, and extend 10 feet in both directions for mains at no additional cost to the Owner.

### SECTION 01100 - SPECIAL REQUIREMENTS

#### C. Cover requirements for Water and Sanitary Sewer Lines:

- 1. Contractor shall place a 6-inch thick cap of soil cement (2 sack if cement slurry mix) when the cover is less than 18 inches from the sub grade elevation to the top of the pipe.
- 2. Contractor shall take special precautionary measures to protect sanitary and water lines that their cover is less than 2 feet from bottom of compacted sub grade.

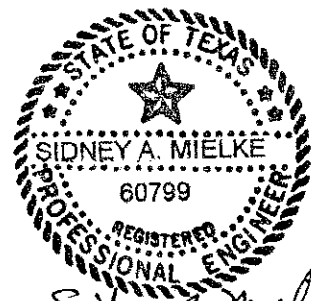
END OF SECTION

**TORNILLO-GUADALUPE NEW INTERNATIONAL BRIDGE**  
(EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE,  
PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-  
PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.)

GOVERNING TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS,  
AND SPECIAL SPECIFICATIONS

A PROJECT FOR:

The applicable Specifications, Special Provisions,  
and Special Specification Data either included by  
by reference or included in this document have  
been selected, developed, and/or modified  
by me, or under my responsible supervision as  
being applicable to this project. Alteration of a  
sealed document without proper notification to  
the responsible engineer is an offense under the  
Texas Engineering Practice Act



*Sidney A. Mielke*  
09/30/11



ALL STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

**STANDARD SPECIFICATIONS:** ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION, JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE  
INCORPORATED INTO THE CONTRACT BY  
REFERENCE.

ITEM 132	EMBANKMENT
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 401	FLOWABLE BACKFILL
ITEM 416	DRILLED SHAFT FOUNDATIONS
ITEM 420	CONCRETE STRUCTURES
ITEM 421	HYDRAULIC CEMENT CONCRETE
ITEM 422	REINFORCED CONCRETE SLAB
ITEM 425	PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS
ITEM 426	PRESTRESSING
ITEM 428	CONCRETE SURFACE TREATMENT
ITEM 432	RIPRAP
ITEM 440	REINFORCING STEEL
ITEM 441	STEEL STRUCTURES
ITEM 442	METAL FOR STRUCTURES
ITEM 445	GALVANIZING
ITEM 449	ANCHOR BOLTS
ITEM 450	RAILING
ITEM 454	BRIDGE EXPANSION JOINTS
ITEM 466	HEADWALLS AND WINGWALLS
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION & ENV. CONTROLS
ITEM 550	CHAIN LINK FENCE
ITEM 610	ROADWAY ILLUMINATION ASSEMBLIES
ITEM 618	CONDUIT
ITEM 620	ELECTRICAL CONDUCTORS
ITEM 624	GROUND BOXES
ITEM 628	ELECTRICAL SERVICES
ITEM 634	PLYWOOD SIGNS
ITEM 644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES
ITEM 662	WORK ZONE PAVEMENT MARKINGS
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS
ITEM 672	RAISED PAVEMENT MARKERS
ITEM 677	ELIMINATING EXISTING PAVEMENT MARKINGS and MARKERS
ITEM 678	PAVEMENT SURFACE PREPARATION FOR MARKINGS

**SPECIAL PROVISIONS:** SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

ITEM 416-001	DRILLED SHAFT FOUNDATIONS
ITEM 420-002	CONCRETE STRUCTURES
ITEM 421-035	HYDRAULIC CEMENT CONCRETE
ITEM 425-001	PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS
ITEM 428-001	CONCRETE SURFACE TREATMENT
ITEM 440-002	REINFORCING STEEL
ITEM 441-005	STEEL STRUCTURES
ITEM 442-005	METAL FOR STRUCTURES
ITEM 450-001	RAILING
ITEM 500-005	MOBILIZATION
ITEM 502-033	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506-010	TEMPORARY EROSION, SEDIMENTATION & EROSION CONTROL
ITEM 610-010	ROADWAY ILLUMINATION ASSEMBLIES
ITEM 620-001	ELECTRICAL CONDUCTORS
ITEM 628-001	ELECTRICAL SERVICES
ITEM 658-006	DELINEATOR AND OBJECT MARKER ASSEMBLIES
ITEM 672-034	RAISED PAVEMENT MARKERS

**SPECIAL SPECIFICATIONS:**  
NONE

**GENERAL:** THE ABOVE LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, THE GENERAL CONDITIONS AND SPECIAL CONDITIONS CONSTITUTE THE COMPLETE TECHNICAL SPECIFICATIONS FOR THIS PROJECT.

**SPECIAL PROVISION**

**416---001**

**Drilled Shaft Foundations**

For this project, Item 416, "Drilled Shaft Foundations," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 416.5. Payment, Section A. Drilled Shaft** is voided and replaced by the following.

**A. Drilled Shaft.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Drilled Shaft" or "Drilled Shaft (Non-reinforced)" or "Drilled Shaft (Sign Mounts)" or "Drilled Shaft (High Mast Pole)" or "Drilled Shaft (Roadway Illumination Pole)" or "Drilled Shaft (Traffic Signal Pole)" of the specified diameter, subject to the limitations for overruns authorized by the Engineer given in Section 416.5.A.1, "Overrun."

**Article 416.5. Payment, Section A. Drilled Shaft, Section 2. Maximum Plan Length Shaft** is supplemented by the following.

- For roadway illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any roadway illumination pole included in the contract.
- For traffic signal poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any traffic signal pole included in the contract.

## **SPECIAL PROVISION**

### **420---002**

#### **Concrete Structures**

For this project, Item 420, "Concrete Structures," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 420.4. Construction, Section I, "Finish of Bridge Slabs".** The tenth paragraph is supplemented with the following:

For bridge approach slabs the carpet drag, burlap drag, or broom finish may be applied either longitudinally or transversely.

**Article 420.4. Construction, Section I, "Finish of Bridge Slabs".** The first sentence of the fourteenth paragraph is voided and replaced by the following:

Unless noted otherwise, saw-cut grooves in the hardened concrete of bridge slabs, bridge approach slabs, and direct-traffic culverts to produce the final texturing after completion of the required curing period.

**Article 420.4. Construction, Section I, "Finish of Bridge Slabs".** The fourteenth paragraph is amended by the following:

When saw-cut grooves are not required in the plans, provide either a carpet drag or broom finish for micro-texture. In this case insure that an adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet or broom from getting plugged with grout. For surfaces that do not have adequate texture, the Engineer may require corrective action including diamond grinding or shot blasting.

**Article 420.4. Construction, Section J. Curing Concrete.** The first sentence of the fourth paragraph is voided and replaced by the following:

For upper surfaces of bridge slabs, bridge approach slabs, median and sidewalk slabs, and culvert top slabs constructed using Class S concrete, apply interim curing using a Type 1-D curing compound before the water sheen disappears but no more than 45 minutes after application of the evaporation retardant. Do not allow the concrete surface to dry before applying the interim cure, and do not place the interim cure over standing water.

**Article 420.6 Payment.** The pay adjustment formula given in the sixth bullet of the fourth paragraph is voided and replaced by the following:

$$A = Bp[-5.37(Sa/Ss)^2 + 11.69(Sa/Ss) - 5.32]$$

Where:

$A$  = Amount to be paid

$Sa$  = Actual strength from cylinders or cores

$Ss$  = Specified design strength

$Bp$  = Unit bid price

**SPECIAL PROVISION****421---035****Hydraulic Cement Concrete**

For this project, Item 421, "Hydraulic Cement Concrete," of the Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 421.2.D. Water, Table 1. Chemical Limits for Mix Water** is voided and replaced by the following:

**Table 1**  
**Chemical Limits for Mix Water**

Contaminant	Test Method	Maximum Concentration (ppm)
Chloride (Cl)	ASTM C 114	
Prestressed concrete		500
Bridge decks and superstructure		500
All other concrete		1,000
Sulfate (SO <sub>4</sub> )	ASTM C 114	2,000
Alkalies (Na <sub>2</sub> O + 0.658K <sub>2</sub> O)	ASTM C 114	600
Total Solids	ASTM C 1603	50,000

**Article 421.2.B. Supplementary Cementing Materials (SCM)** is supplemented with the following:

- 6. Modified Class F Fly Ash (MFFA).** Furnish MFFA conforming to DMS-4610, "Fly Ash."

**Article 421.2.D. Water, Table 2. Acceptance Criteria for Questionable Water Supplies** is voided and replaced by the following:

**Table 2**  
**Acceptance Criteria for Questionable Water Supplies**

Property	Test Method	Limits
Compressive strength, min. % control at 7 days	ASTM C 31, ASTM C 39 <sup>1,2</sup>	90
Time of set, deviation from control, h:min.	ASTM C 403 <sup>1</sup>	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.

2. Base comparisons on sets consisting of at least two standard specimens made from a composite sample.

**Article 421.2.E.1 Coarse Aggregate.** The fourth paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air

entrainment is waived and 18% when air entrainment is not waived. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

**Article 421.2.E.2 Fine Aggregate.** The fifth paragraph is voided and replaced by the following:

Acid insoluble (%) =  $\{(A1)(P1)+(A2)(P2)\}/100$

where:

*A1* = acid insoluble (%) of aggregate 1

*A2* = acid insoluble (%) of aggregate 2

*P1* = percent by weight of aggregate 1 of the fine aggregate blend

*P2* = percent by weight of aggregate 2 of the fine aggregate blend

**Article 421.2.E.2. Fine Aggregate.** The final paragraph is voided and replaced by the following:

For all classes of concrete, provide fine aggregate with a fineness modulus between 2.3 and 3.1 as determined by Tex-402-A.

**Article 421.2.E. Aggregate** is supplemented by the following:

4. **Intermediate Aggregate.** When necessary to complete the concrete mix design, provide intermediate aggregate consisting of clean, hard, durable particles of natural or lightweight aggregate or a combination thereof. Provide intermediate aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

If more than 30% of the intermediate aggregate is retained on the No. 4 sieve, the retained portion must meet the following requirements:

- must not exceed a wear of 40% when tested in accordance with Tex-410-A.
- must have a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air entrainment is waived and 18% when air entrainment is not waived.

If more than 30% of the intermediate aggregate passes the 3/8" sieve, the portion passing the 3/8" sieve must not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A and must have an acid insoluble residue, unless otherwise shown on the plans, for concrete subject to direct traffic equal to or greater than the value calculated with the following equation:

$$Alia \geq \frac{60 - (Alfa)(Pfa)}{(Pia)}$$

where:

*Alfa* = acid insoluble (%) of fine aggregate or fine aggregate blend

*Pfa* = percent by weight of the fine aggregate or fine aggregate blend as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

*Pia* = percent by weight of the intermediate aggregate as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

**Article 421.2.F. Mortar and Grout** is supplemented by the following:

Section 421.4.A.6, "Mix Design Options," does not apply for mortar and grout.

**Article 421.3.A. Concrete Plants and Mixing Equipment** is supplemented by the following:

When allowed by the plans or the Engineer, for concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks in lieu of the NRMCA or non-Department engineer sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

**Article 421.3.A.2. Volumetric Mixers** is supplemented by the following:

Unless allowed by the plans or the Engineer, volumetric mixers may not supply classes of concrete identified as structural concrete in Table 5.

**Article 421.4.A Classification and Mix Design.** The first paragraph is voided and replaced by the following:

Unless a design method is indicated on the plans, furnish mix designs using ACI 211, "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete," Tex-470-A, or other approved procedures for the classes of concrete required in accordance with Table 5. Perform mix design and cement replacement using the design by weight method unless otherwise approved. Do not exceed the maximum water-to-cementitious-material ratio.

**Article 421.4.A. Classification and Mix Design, Table 5 Concrete Classes** is voided and replaced by the following:

Table 5  
Concrete Classes

Class of Concrete	Design Strength, Min. 28-day $f'_c$ (psi)	Maximum W/C Ratio <sup>1</sup>	Coarse Aggregate Grades <sup>2,3</sup>	General Usage <sup>4</sup>
A	3,000	0.60	1-4, 8	Inlets, manholes, curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, backup walls, anchors
B	2,000	0.60	2-7	Riprap, small roadside signs, and anchors
C <sup>5</sup>	3,600	0.45	1-6	Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, approach slabs, concrete traffic barrier (cast-in-place)
C(HPC) <sup>5</sup>	3,600	0.45	1-6	As shown on the plans
D	1,500	0.60	2-7	Riprap
E	3,000	0.50	2-5	Seal concrete
F <sup>5</sup>	Note 6	0.45	2-5	Railroad structures; occasionally for bridge piers, columns, or bents
F(HPC) <sup>5</sup>	Note 6	0.45	2-5	As shown on the plans
H <sup>5</sup>	Note 6	0.45	3-6	Prestressed concrete beams, boxes, piling, and concrete traffic barrier (precast)
H(HPC) <sup>5</sup>	Note 6	0.45	3-6	As shown on the plans
S <sup>5</sup>	4,000	0.45	2-5	Bridge slabs, top slabs of direct traffic culverts



Class of Concrete	Design Strength, Min. 28-day $f'_c$ (psi)	Maximum W/C Ratio <sup>1</sup>	Coarse Aggregate Grades <sup>2,3</sup>	General Usage <sup>4</sup>
S(HPC) <sup>5</sup>	4,000	0.45	2-5	As shown on the plans
P	See Item 360	0.45	2-3	Concrete pavement
DC <sup>5</sup>	5,500	0.40	6	Dense conc. overlay
CO <sup>5</sup>	4,600	0.40	6	Conc. overlay
LMC <sup>5</sup>	4,000	0.40	6-8	Latex-modified concrete overlay
SS <sup>5</sup>	3,600 <sup>7</sup>	0.45	4-6	Slurry displacement shafts, underwater drilled shafts
K <sup>5</sup>	Note 6	0.45	Note 6	Note 6
HES	Note 6	0.45	Note 6	Note 6

1. Maximum water-cement or water-cementitious ratio by weight.

2. Unless otherwise permitted, do not use Grade 1 coarse aggregate except in massive foundations with 4-in. minimum clear spacing between reinforcing steel bars. Do not use Grade 1 aggregate in drilled shafts.

3. Unless otherwise approved, use Grade 8 aggregate in extruded curbs.

4. For information only.

5. Structural concrete classes.

6. As shown on the plans or specified.

7. Use a minimum cementitious material content of 650 lb/cy of concrete. Do not apply Table 6 over design requirements to Class SS concrete.

**Article 421.4.A. Classification and Mix Design, Table 6 Over Design to Meet Compressive Strength Requirements.** Footnote 3 is supplemented by the following:

For Class K and concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may designate on the plans an alternative over-design requirement up to and including 1,000 psi for specified strengths less than 3,000 psi and up to and including 1,200 psi for specified strengths from 3,000 to 5,000 psi.

**Article 421.4.A.1. Cementitious Materials** is supplemented by the following:

The upper limit of 35% replacement of cement with Class F fly ash specified by mix design Options 1 and 3 may be increased to a maximum of 45% for mass placements, high performance concrete, and precast members when approved.

**Article 421.4.A.3. Chemical Admixtures** is supplemented by the following:

When a corrosion-inhibiting admixture is required, use a 30% calcium nitrite solution. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

**Article 421.4.A.4 Air Entrainment** is voided and replaced by the following:

Air entrain all concrete except for Class B and concrete used in drilled shafts unless otherwise shown on the plans. Unless otherwise shown on the plans, target an entrained air content of 4.0% for concrete pavement and 5.5% for all other concrete requiring air entrainment. To meet the air-entraining requirements, use an approved air-entraining admixture. Unless otherwise shown on the plans, acceptance of concrete loads will be based on a tolerance of  $\pm 1.5\%$  from the target air content. If the air content is more than 1.5 but less than 3.0% above the target air, the concrete

may be accepted based on strength tests. For specified concrete strengths above 5,000 psi, a reduction of 1% is permitted.

**Article 421.4.A Table 7 Air Entrainment** is voided.

**Article 421.4.A.6. Mix Design Options.** The first and second paragraphs are voided and replaced by the following:

For structural concrete identified in Table 5 and any other class of concrete designed using more than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, unless otherwise shown on the plans.

For concrete classes not identified as structural concrete in Table 5 and designed using less than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, except that Class C fly ash may be used instead of Class F fly ash for Options 1, 3, and 4 unless sulfate-resistant concrete is shown on the plans.

Do not use mix design Options 6 or 7 when High Performance Concrete (HPC) is required. Option 8 may be used when HPC is required provided: a minimum of 20% of the cement is replaced with a Class C fly ash; Tex-440-A, “Initial Time of Set of Fresh Concrete” is performed during mix design verification; the additional requirements for permeability are met; and the concrete is not required to be sulfate-resistant.

**Article 421.4.A.6.b. Option 2** is voided and replaced by the following:

**b. Option 2.** Replace 35 to 50% of the cement with GGBFS or MFFA.

**Article 421.4.A.6.c. Option 3** is voided and replaced by the following:

**c. Option 3.** Replace 35 to 50% of the cement with a combination of Class F fly ash, GGBFS, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

**Article 421.4.A.6.f. Option 6** is voided and replaced by the following:

**f. Option 6.** Use lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.” Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department’s List of Approved Lithium Testing Laboratories, certified by the Construction Division as being capable of testing according to Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.”

**Article 421.4.A.6.g. Option 7** is voided and replaced by the following:

**g. Option 7.** When using hydraulic cement only, ensure that the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Do not use Option 7 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 7 ASR Mitigation.

**Article 421.4.A.6.h. Option 8** is voided and replaced by the following:

**h. Option 8.** For any deviations from Options 1–5, perform annual testing on coarse, intermediate, and fine aggregate separately in accordance with ASTM C 1567. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's List of Approved ASTM C 1260 Laboratories, demonstrating that the ASTM C 1567 test result for each aggregate does not exceed 0.08% expansion at 14 days.

Do not use Option 8 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 8 ASR Mitigation. When HPC is required, provide a certified test report signed and sealed by a licensed professional engineer demonstrating that AASHTO T 277 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moist cure specimens 56 days at 73°F.
- Moist cure specimens 7 days at 73°F followed by 21 days at 100°F.

**Article 421.4.B. Trial Batches** is supplemented by the following:

Once a trial batch substantiates the mix design, the proportions and mixing methods used in the trial batch become the mix design of record.

**Article 421.4.B. Trial Batches.** The fourth sentence of the second paragraph is voided and replaced by the following:

Test at least one set of design strength specimens, consisting of two specimens per set, at 7-day, 28-day, and at least one additional age.

**Article 421.4.D. Measurement of Materials, Table 9** is voided and replaced by the following:

Table 9  
Measurement Tolerances – Non-Volumetric Mixers

Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

**Article 421.4.E. Mixing and Delivering Concrete.** The first paragraph is supplemented with the following:

Do not top-load new concrete onto returned concrete.

**Article 421.4.E.3. Truck-Mixed Concrete.** The first paragraph is voided and replaced by the following:

Mix the concrete in a truck mixer from 70 to 100 revolutions at the mixing speed designated by the manufacturer to produce a uniform concrete mix. Deliver the concrete to the project in a thoroughly mixed and uniform mass and discharge the concrete with a satisfactory degree of uniformity. Additional mixing at the job site at the mixing speed designated by the manufacturer is allowed as long as the requirements of Section 421.4.A.5, "Slump" and Section 421.4.E, "Mixing and Delivering Concrete" are met.

## **SPECIAL PROVISION**

### **425---001**

#### **Precast Prestressed Concrete Structural Members**

For this project, Item 425, "Precast Prestressed Concrete Structural Members," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 425.2. Materials** is supplemented by the following:

For bridges with Type Tx28, Tx34, Tx40, Tx46, Tx54, Tx62 and/or Tx70 prestressed concrete girders, the contractor can submit an alternate design for approval using other TxDOT prestressed concrete girder shapes. Alternate designs must be signed, sealed, and dated by a Licensed Professional Engineer and submitted to the Engineer for review and approval. Use the same live load as the original design and adhere to the current versions of the AASHTO LRFD Bridge Design Specifications and the TxDOT LRFD Bridge Design Manual. Alternate bridge designs can differ from the original design only by type of girder used. Do not raise the roadway grade or lower the structure bottom chord elevation to accommodate the alternate girders. No other changes to the original geometry, including bent locations, are allowed. Substructure re-design may be necessary to accommodate the alternate girders.

**Article 425.5. Payment** is supplemented by the following:

No additional compensation will be made for alternate designs or for any increase in quantities required to accommodate alternate designs, including quantities paid for under other Items.

**SPECIAL PROVISION**

**428---001**

**Concrete Surface Treatment**

For this project, Item 428, "Concrete Surface Treatment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 428.3. Construction, Section B. Surface Treatment Class II.** The second paragraph is voided and replaced by the following:

- Clean the concrete surfaces using shot or abrasive blasting, unless otherwise restricted, followed by vacuuming and air-blasting as needed, to remove all visible curing compound, oils, and any other contaminants that retard or prevent penetration of the mixture before treatment application. Completely remove all spent abrasive media. Demonstrate the method of cleaning to the Engineer.

Do not damage the concrete surface to the point that the coarse aggregate is exposed. Acceptance of the entire cleaned surface by the Engineer is required before the application of the treatment material.

## 2004 Specifications

### **SPECIAL PROVISION**

#### **440---002**

#### **Reinforcing Steel**

For this project, Item 440, "Reinforcing Steel," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 440.2. Materials, Section G. Mechanical Couplers** is voided and replaced by the following:

When mechanical splices in reinforcing steel bars are shown on the plans, use couplers of the type specified in DMS-4510, "Mechanical Couplers," under the section "General Requirements."

Furnish only couplers that have been produced by a manufacturer that has been prequalified in accordance with DMS-4510. Do not use sleeve-wedge type couplers on coated reinforcing. Sample and test couplers for use on individual projects in accordance with DMS-4510. Furnish couplers only at locations shown on the plans.

**Article 440.3. Construction, Section D. Splices.** The fifth bullet is voided and replaced by the following:

- For box culvert extensions with less than 1 ft. of fill, lap the existing longitudinal bars with the new bars as shown in Table 5. For extensions with more than 1 ft. of fill, lap at least 1 ft. 0 in.

## **SPECIAL PROVISION**

**441---005**

### **Steel Structures**

For this project, Item 441, "Steel Structures," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 441.3. Construction, Section A. General Requirements, Section 1. Applicable Codes** is voided and replaced by the following:

Perform all fabrication in accordance with AASHTO/NSBA Steel Bridge Collaboration S2.1, including fabrication of non-bridge members. Follow all applicable provisions of the appropriate AWS code (D1.5 or D1.1) except as otherwise noted in the plans or in this Item. Weld sheet steel (thinner than 1/8 in.) in accordance with ANSI/AWS D1.3, *Structural Welding Code—Sheet Steel*. Unless otherwise stated, requirements of this Item are in addition to the requirements of S2.1. In case of a conflict between this Item and S2.1, follow the more stringent requirement. Perform all bolting in accordance with Item 447, "Structural Bolting."

**Article 441.3. Construction, Section A. General Requirements, Section 5. Qualification of Plant, Laboratories, and Personnel, Section b. Nondestructive Examination (NDE)** is voided and replaced by the following::

Personnel performing NDE must be qualified in accordance with the applicable AWS code. Current certification in accordance with ASNT SNT-TC-1A is required for an inspector to be considered qualified. Testing agencies and individual third-party contractors must also successfully complete periodic audits for compliance, performed by the Department. In addition, ultrasound technicians must pass a hands-on test administered by the Construction Division. A technician who fails the hands-on test must wait 6 months before taking the test again. Qualification to perform ultrasonic testing for the Department will be revoked when the technician's employment is terminated, and recertification based on a new hands-on test will be required.

**Article 441.3. Construction, Section A. General Requirements, Section 9. Inspection.** The second paragraph is voided and replaced by the following:

Provide the Inspector with the helpers and equipment needed to move material to allow inspection. QC is solely the responsibility of the Contractor. The Contractor must have a QC staff qualified in accordance with the applicable AWS code. Welding inspectors must be current AWS Certified Welding Inspectors. The QC staff must provide inspection of all materials and workmanship prior to inspection by the Department.



**Article 441.3. Construction, Section B. Welding, Section 5. Nondestructive Examination (NDE), Section c. Magnetic Particle Testing.** The first sentence is voided and not replaced.

**Article 441.3. Construction, Section D. Dimensional Tolerances, Section 2. Flange Straightness.** The second sentence is voided and replaced by the following:

Rolled material must meet this straightness requirement before being laid out or worked.

**Article 441.3. Construction, Section D. Dimensional Tolerances, Section 3. Alignment of Deep Webs in Welded Field Connection.** The first sentence is voided and replaced by the following:

For girders 48 in. deep or deeper, the webs may be slightly restrained while checking compliance with tolerances of S2.1 for lateral alignment at welded field connections.

**Article 441.3. Construction, Section D. Dimensional Tolerances, Section 4. Bearings, Section c. Shoes** is supplemented by the following:

- For a pin and rocker type expansion shoe, the axis of rotation coincides with the central axis of the pin.
- When the shoe is completely assembled, as the top bolster travels through its full anticipated range, no point in the top bolster plane changes elevation by more than 1/16 in. and the top bolster does not change inclination by more than 1 degree, for the full possible travel.

**Article 441.3. Construction, Section D. Dimensional Tolerances, Section 4. Bearings.** is supplemented by the following:

**d. Beam Supports.** Fabricate beam support planes true to the box girder bearing to 1/16 in. in the short direction and true to the vertical axis of the nesting girders to 1/16 in.

**Article 441.3. Construction, Section G. Shop Assembly, Section 1. General Shop Assembly.** The first paragraph is voided and replaced by the following:

**1. General Shop Assembly.** Shop-assemble field connections of primary members of trusses, arches, continuous beam spans, bents, towers (each face), plate girders, field connections of floor beams and stringers (including for railroad structures), field-bolted plate diaphragms for curved plate girders and railroad underpasses, and rigid frames. Field-bolted crossframes and rolled-section diaphragms do not require shop assembly. Complete fabrication, welding (except for shear studs), and field splice preparation before members are removed from shop assembly. Obtain approval for any deviation from this procedure. The Contractor is responsible for accurate geometry.

**Article 441.3. Construction, Section H. Finish and Painting, Section 4. Weathering Steel** is voided and not replaced.

**SPECIAL PROVISION**

**442---005**

**Metal for Structures**

For this project, Item 442, "Metal for Structures," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 442.2. Materials, Section A. Structure Steel, Section 1. Bridge Structures.** The third sentence is voided and not replaced.

## **SPECIAL PROVISION**

### **450---001**

#### **Railing**

For this project, Item 450, "Railing," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 450.2. Materials** is supplemented with the following:

Where epoxy anchors are allowed or required, provide an approved Type III, Class C epoxy in accordance with DMS-6100, "Epoxies and Adhesives," for installing drilled and epoxied rail anchorage reinforcement or rail anchor bolts. Use other materials if shown in the plans. Provide only dual cartridge epoxy systems mixed with a static mixing nozzle supplied by the epoxy adhesive manufacturer and dispensed with a tool supplied by the epoxy adhesive manufacturer. Do not use bulk epoxies. Drill and install anchorage reinforcement or anchor bolts to the embedment depth shown in the plans or the depth recommended by the manufacturer, whichever is deeper. No additional payment will be made for providing embedment deeper than shown in the plans. If no resistance or embedment depth is specified in the plans, select an embedment depth capable of developing the yield strength of the steel anchor.

**Article 450.3. Construction, Section B. Concrete Railing.** The last paragraph is voided and replaced by the following:

Obtain approval to slipform railing. Slipforming equipment must be approved. Do not slipform railing with cast-in-place anchor bolts unless noted otherwise. Provide additional reinforcing, at Contractor's expense, as needed to prevent movement of the reinforcement cage. Clear cover and epoxy coating requirements for additional reinforcement are the same as shown for the rail reinforcement. The rail reinforcing cage may be tack welded to the rail anchorage reinforcement provided the rail and anchorage reinforcement are not epoxy coated and weld locations measured along the rail are no closer than 3 ft. If epoxy coated reinforcement is required for the railing proposed to be slipformed, tie all bar intersections. Provide a wire line to maintain vertical and horizontal alignment of the slipform machine. Attach a grade line gauge or pointer to the machine so a continuous comparison can be made between the rail being placed and the established grade line. Rails or supports at the required grade are allowed instead of sensor controls. Prior to placing concrete, make one or more passes with the slipform over the rail segment to ensure proper operation and maintenance of grades and clearances. Provide slipformed rail within a vertical and horizontal alignment tolerance of  $\pm 1/4$  in. in 10 ft. Construct rail with a smooth and uniform appearance. Consolidate concrete so it is free of honeycomb. Provide concrete with a consistency that will maintain the shape of the rail without support. Minimize starting and stopping of the slipform operation by ensuring a continuous supply of concrete.

Do not exceed the manufacturer's recommended speed for the slipform machine. If slipforming causes movement of the reinforcement such that plan clearances are not achieved, stop slipforming and take remedial action. Remove and replace unsatisfactory slipformed rail at the Contractor's expense.

Install epoxy adhesive anchorages in accordance with the manufacturer's instructions including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing epoxy, and anchor insertion. Do not alter the manufacturer's mixing nozzle or dispenser. Anchorage bars or bolts must be clean and free of grease, oil, or any other foreign material. Do not weld to an anchor bar or anchor bolt that is anchored with epoxy adhesive. Do not expose rail to traffic until epoxy adhesive has cured.

**Article 450.3. Construction, Section C. Tests** is supplemented with the following:

The Engineer will select three anchor bars or bolts of the first day's production to be tested after the epoxy has cured. Test the bars or bolts in the presence of the Engineer in accordance with ASTM E 1512, using a restrained test, to evaluate the epoxy adhesive's bond strength. Verify that the anchor bars or bolts develop the required pullout resistance in the plans or 75 percent of the yield strength of the bars or bolts, whichever is less, without a bond failure of the epoxy. The Engineer may require additional tests during production. If any of the tests do not meet the required test load, perform corrective measures to provide adequate capacity. Repair damage from testing.

**Article 450.5. Payment** is voided and replaced with the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Railing" of the type specified. This price will be full compensation for furnishing, preparing, and placing concrete, expansion joint material, reinforcing steel, structural steel, aluminum, cast steel, pipe, anchor bolts or bars, testing of epoxy anchors, and all other materials required in the finished railing; removal and disposal of salvageable materials; and hardware, paint and painting of metal railing, galvanizing, equipment, labor, tools, and incidentals.

**SPECIAL PROVISION**

**500---005**

**Mobilization**

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 500.1. Description** is supplemented by the following:

Work for this Item includes submissions required by the Contract.

**Article 500.3. Payment, Section A** is voided and replaced by the following:

**A.** Payment will be made upon presentation of a paid invoice for the payment, performance, or retainage bonds, and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

**Article 500.3. Payment, Section F** is voided and replaced by the following:

**F.** Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

**Article 500.3. Payment** is supplemented by the following:

**G.** Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

**SPECIAL PROVISION**

**502---033**

**Barricades, Signs, and Traffic Handling**

For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance** is voided and replaced by the following:

**C. Maximum Total Payment Prior to Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

**SPECIAL PROVISION**

**506---010**

**Temporary Erosion, Sedimentation, and Environmental Controls**

For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 506.2. Materials. Section I. Sandbags.** Table 1 is replaced with the following:

**Table 1  
Sand Gradation**

<b>Sieve #</b>	<b>Retained (% by Weight)</b>
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

**SPECIAL PROVISION**

**610---010**

**Roadway Illumination Assemblies**

For this project, Item 610, "Roadway Illumination Assemblies," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 610.2. Materials.** The fourth paragraph is voided and replaced by the following:

Do not provide shop drawings for complete assemblies that are fabricated in accordance with this Item and the details shown on the plans. Electronically submit shop drawings for optional designs, aluminum pole designs, and special designs. For instructions on submitting electronic shop drawings refer to the "Guide to Electronic Shop Drawing Submittal" located online at:

[http://www.txdot.gov/business/contractors\\_consultants/bridge/shop\\_drawings.htm](http://www.txdot.gov/business/contractors_consultants/bridge/shop_drawings.htm)



**SPECIAL PROVISION**

**620---001**

**Electrical Conductors**

For this project, Item 620, "Electrical Conductors," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 620.2 Materials.** The fourth and fifth paragraphs are void and replaced by the following:

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No. 4 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 4 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.

**SPECIAL PROVISION**

**628---001**

**Electrical Services**

For this project, Item 628, "Electrical Services," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 628.5. Payment, A. Installation** is voided and replaced by the following:

**A. Installation.** Except as provided for in the following paragraph, this price is full compensation for paying all fees, permits, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; furnishing, installing, and connecting all components including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, conduit (from the service equipment including the elbow below ground), fittings, conductors (from the service equipment including the elbow below ground), brackets, bolts, hangers, and hardware; and equipment, labor, tools, and incidentals.

Costs for utility-owned power line extensions, connection charges, and meter charges will be paid for by the Department. The Department will reimburse the contractor only the amount billed by the utility plus bond cost. No additional compensation will be paid for overhead, superintendence, profit, administrative costs, or supervision of the utility's work.

**SPECIAL PROVISION**

**658---006**

**Delineator and Object Marker Assemblies**

For this project, Item 658, "Delineator and Object Marker Assemblies," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 658.2. Materials.** The first sentence is voided and replaced by the following:

Unless otherwise shown on the plans, furnish only new material in accordance with the details shown in the plans.

**Article 658.5. Payment, Section A. Installation.** The first paragraph is voided and replaced by the following:

This price is full compensation for furnishing and fabricating when required, and for installing and mounting the delineator or object marker assemblies including posts, adhesive or pads for surface mount assemblies, back plates, reflector units, fastening plates, brackets, bolts, nuts and washers: and equipment, labor tools, and incidentals.

## **SPECIAL PROVISION**

**672---034**

### **Raised Pavement Markers**

For this project, Item 672, "Raised Pavement Markers," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 672.2. Materials, Section B. Adhesives** is supplemented by the following:

- The Contractor may propose alternate adhesive materials for consideration and approval by the Engineer.

**Article 672.3. Construction.** The sixth paragraph is voided and replaced by the following:

Use the following adhesive materials for placement jiggle bar tile, reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans:

- standard or flexible bituminous adhesive for applications on bituminous pavements.
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements.

Use epoxy adhesive for plowable reflectorized pavement markers.

**Article 672.3. Construction** is supplemented by the following:

Provide a 30-day performance period that begins the day following written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations. This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs. Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations.

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines that the failure is a result of causes other than defective material or inadequate installation procedures. Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure.

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification. The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period.

**Article 672.5. Payment** is supplemented by the following:

No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

### RPMs INSTALLATION RECORD

The 30 day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

COUNTY HIGHWAY	CONTROL PROJECT	LIMITS FROM LIMITS TO	MONTH/YR OF INSTALLATION

Contractor signature \_\_\_\_\_

\_\_\_\_\_ Date

Department signature \_\_\_\_\_

\_\_\_\_\_ Date

100-100000

100-100000

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**EXHIBIT 2**  
**Contractor's Bid Response**



ORIGINAL

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date 3-8-12

Project No. 11-045

Proposal of Dan Williams Company (hereinafter called Bidder), a corporation organized under the laws of the State of Texas / ~~a partnership/an individual doing business as~~ (strike out inapplicable references).

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Construction for the Tornillo Guadalupe New International Bridge that consists of the following:

The project consists of but is not limited to the following: Constructing new International Bridge, EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.

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 365 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 1000 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date	Addendum Number	Date	Addendum Number
<u>10-14-11</u>	<u>1</u>	_____	_____
<u>11-2-11</u>	<u>2</u>	_____	_____
<u>11-4-11</u>	<u>3</u>	_____	_____
<u>11-8-11</u>	<u>4</u>	_____	_____
<u>2-15-12</u>	<u>5</u>	_____	_____
<u>3-5-12</u>	<u>6</u>	_____	_____

**BASE PROPOSAL: Bidder agrees to perform Constructing new International Bridge, EMBANKMENT, DRILLED SHAFTS, CAST IN PLACE CONCRETE SUBSTRUCTURE, PRECAST/PRE-STRESSED CONCRETE BEAMS, PRECAST DECK PANELS, CAST-IN-PLACE SLAB, TRAFFIC RAILS, BRIDGE ILLUMINATION, STRIPING, & RIPRAP, ETC.**

as necessary and work described in the specifications and shown on the plans for the sum of (\$ 5,765,305.40 ) FIVE MILLION, SEVEN HUNDRED SIXTY-FIVE THOUSAND, THREE HUNDRED FIVE AND  
(Amount shall be shown in both words and figures, for base proposal and any additive alternates. NO CENTS)  
In case of discrepancy, the amount shown in words will govern).

**Additive Alternative No. 1**

Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of (\$ 545,287.00 ) FIVE HUNDRED FORTY-FIVE THOUSAND, TWO HUNDRED EIGHTY-SEVEN AND NO CENTS

**Additive Alternative No. 2**

Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of (\$ 23,990.00 ) TWENTY THREE THOUSAND, NINE HUNDRED NINETY AND NO CENTS

**Additive Alternative No. 3**

Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of (\$ 14,125.00 ) FOURTEEN THOUSAND, ONE HUNDRED TWENTY-FIVE AND NO CENTS

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

Dan Williams Company  
Company

11180 Gateway Blvd. E.  
Address

741-2496879  
Federal Tax Identification No.

El Paso, Texas 79927-8201  
City, State, Zip Code

See Attached Fax Verification  
CIQ Document Number

3-5-12  
CIQ Sent Date

D. C. Williams President  
Representative Name & Title

915-872-1322  
Telephone

915-872-1326  
Fax Number

dwilliams@danwilliamscompany.com  
E-mail

[Signature]

# 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:

Item No./ Spec. No.	Est. Qty.	Unit of Meas	Item Description / Unit Price (in Words)	Unit Price (in numbers)	Extension (in numbers)
BASE	BID				
1. 132 ** (6)	21500	CY	EMBANKMENT, TYPE C <u>THIRTY</u> /unit	30.00	645,000.00
2. 164	9664	SY	Seeding for erosion control <u>NONE</u> /unit <u>AND FIFTY</u>	0.50	4,832.00
3. 401	311	CY	Flowable Backfill <u>ONE HUNDRED THIRTY</u> /unit	130.00	40,430.00
4. 416	100	LF	Drill Shaft (18") <u>SIXTY</u> /unit	70.00	7,000.00
5. 416	800	LF	Drill Shaft (36") <u>ONE HUNDRED SIXTY</u> /unit	160.00	128,000.00
6. 416	2400	LF	Drill Shaft (60") <u>FOUR HUNDRED SIXTY</u> /unit	460.00	1,104,000.00
7. 420	78.4	CY	CL C Conc (Abut) <u>SIX HUNDRED</u> /unit	600.00	47,040.00
8. 420	784.9	CY	CL C Conc (Bent) <u>SIX HUNDRED TWENTY</u> /unit	620.00	486,638.00
9. 420	142.5	CY	CL S Conc (Appr Slab) <u>THREE HUNDRED</u> /unit	300.00	42,750.00
10. 422	55056	SF	Reinf Conc Slab (CL S) <u>FIFTEEN</u> /unit	15.00	825,840.00
11. 425	8746.9	LF	Prest Conc Beam (TY IV) /unit	146.00	1,277,047.40
12. 428	6231	SY	Conc Surf Treat (Class I) <u>TWO</u> /unit	2.00	12,462.00
13. 432	195	CY	Riprap Concrete, Class "B" <u>THREE HUNDRED</u> /unit	300.00	58,500.00
14. 442	496	LB	Structural Steel, misc. <u>THIRTEEN</u> /unit	13.00	6,448.00

15. 450	1246.1	LF	Rail (TY C501) <u>SEVENTY</u> /unit	70.00	87,227.00
16. 454	297.3	LF	Sealed Expansion Joint <u>ONE HUNDRED TWENTY</u> /unit	120.00	35,676.00
17. 500	1	LS	Mobilization /unit	396,000.00	396,000.00
18. 502	12	MO	Barricades, Signs and Traffic Handling <u>FIVE HUNDRED</u> /unit	500.00	6,000.00
19. 506	219	SY	Construction Exits (Install) (TY 1) <u>TWENTY-FIVE</u> /unit	25.00	5,475.00
20. 506	219	SY	Construction Exits (Remove) <u>THREE</u> /unit	3.00	657.00
21. 506	3220	LF	Temporary Sediment Control Fence <u>THREE</u> /unit	3.00	9,660.00
22. 506	3220	LF	Temporary Sediment Control Fence (Remove) <u>NONE</u> /unit <u>AND FIFTY</u>	0.50	1,610.00
23. 550	1245.7	LF	Chain Link Fence <u>SEVENTY</u> /unit	70.00	87,199.00
24. 550	152	LF	Permanent Border Fence Remove <u>ONE HUNDRED TWENTY</u> /unit	120.00	18,240.00
25. 550	152	LF	Permanent Border Fence Install <u>ONE THOUSAND, FOUR HUNDRED</u> /unit <u>FIFTY</u>	1450.00	220,400.00
26. 550	160	LF	Temporary Border Fence Remove <u>SIXTY</u> /unit	60.00	9,600.00
27. 550	160	LF	Temporary Border Fence Install <u>FIVE HUNDRED</u> /unit	500.00	80,000.00
28. 550	1	EA	Temporary Border Fence Gate Install <u>TEN THOUSAND</u> /unit	10,000.00	10,000.00
29. 610	14	EA	Roadway Illuminaire Assembly <u>SEVEN THOUSAND FIVE</u> /unit <u>HUNDRED</u>	7,500.00	105,000.00
30. 666	640	LF	Refl Pav Mrk TY I (W) 4" (Brk) (100 Mil) <u>TWO</u> /unit	2.00	1,280.00
31. 666	1246	LF	Refl Pav Mrk TY I (W) 4" (Sld) (100 Mil) <u>TWO</u> /unit	2.00	2,492.00
32. 666	1246	LF	Refl Pav Mrk TY I (Y) 4" (Sld) (100 Mil) <u>TWO</u> /unit	2.00	2,492.00

33. 672	32	EA	Refl Pav Mrkr TY I-C <u>FIVE</u> /unit	5.00	160.00
34. 672	30	EA	Refl Pav Mrkr TY II-A-A <u>FIVE</u> /unit	5.00	150.00
TOTAL	BASE	BID			5,765,305.40
			ADDITIVE ALTERNATE NO. 1		
35. 422	9400	SF	Reinf Conc Slab (CL S) <u>TWENTY</u> /unit	20.00	188,000.00
36. 425	1495	LF	Prest Conc Beam (TY IV) /unit	200.00	299,000.00
37. 428	1002	SY	Conc Surf Treat (Class I) <u>ONE</u> /unit	1.00	1002.00
38. 450	200	LF	Rail (TY C501) <u>SEVENTY</u> /unit	70.00	14,000.00
39. 550	200	LF	Chain Link Fence <u>TWO HUNDRED AND TEN</u> /unit	210.00	42,000.00
40. 666	80	LF	Refl Pav Mrkr TY I (W) 4" (Brk) (100 Mil) <u>TWO</u> /unit	2.00	160.00
41. 666	200	LF	Refl Pav Mrkr TY I (W) 4" (Sld) (100 Mil) <u>TWO</u> /unit	2.00	400.00
42. 666	200	LF	Refl Pav Mrkr TY I (Y) 4" (Sld) (100 Mil) <u>TWO</u> /unit	2.00	400.00
43. 672	59	EA	Refl Pav Mrkr TY I-C <u>FIVE</u> /unit	5.00	295.00
44. 672	6	EA	Refl Pav Mrkr TY II-A-A <u>FIVE</u> /unit	5.00	30.00
TOTAL	ALT#1	BID			545,287.00
			** ADDITIVE ALTERNATE NO. 2		
45. 275 **	69.0	TON	CEMENT TREATMENT (CEMENT) <u>ONE HUNDRED, EIGHTY</u> /unit <u>FIVE</u>	185.00	12,765.00

46. 275 **	4490.0	SY	CEMENT TREATMENT(ROAD MIXED) <u>TWO AND FIFTY</u> /unit	2.50	11,225.00
**TOTAL	ALT #2	BID	<u>TWENTY-THREE THOUSAND NINE HUNDRED NINEY</u>		23,990.00
			** ADDITIVE ALTERNATE NO. 3		
47, 432 **	125.0	CY	RIPRAP (STONE)(DRY)(6 IN) <u>ONE HUNDRED THIRTEEN</u> /unit	113.00	14,125.00
**TOTAL	ALT #3	BID	<u>FOURTEEN THOUSAND ONE HUNDRED TWENTY-FIVE</u>		14,125.00

The total base bid amount and total additive alternates #1, #2 & #3 bids shown on these page shall match exactly the amount shown on the bid form. 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 90 calendar days after the scheduled closing time for receiving bids.

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

The bid security attached in the sum of 5% GMB ( ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By

[Signature]  
President TITLE

11180 Gateway East ADDRESS

El Paso, Tx 79927-8701

**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of Texas

County of El Paso

D.C. Williams being first duly sworn, deposes and says that:

- (1) He/she is President of Dan Williams Company hereinafter referred to as the "Contractor";
- (2) He is fully informed respecting the preparation and contents submitted Dan Williams Company, 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.

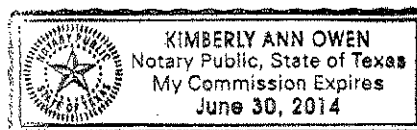
[Signature]  
(Signature)

President  
(Title)

Subscribed and sworn to before me this 5<sup>th</sup> day of March, 20 12

By: Kimberly Owen  
(Notary Public)

My Commission Expires 6/30, 20 14



## **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 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Dan Williams Company  
Business Name

3-5-12  
Date

D. C. Williams  
Name of Authorized Representative

[Signature]  
Signature of Authorized Representative

1

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

## Health Insurance Benefits Provided By Bidder

### Consideration of Health Insurance Benefits\*

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

Yes

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

Medical, Dental, Life

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

Nil

**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Dan Williams Company  
Business Name

D. C. Williams  
Name of Authorized Representative

3-5-12  
Date

[Signature]  
Signature of Authorized Representative

\* This page must be included in all responses.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity****OFFICE USE ONLY****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

Date Received

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

Bid # 11-045

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

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

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

*D.C. Williams*  
*Don Williams Company*

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

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

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

*N.A.*

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

*[Signature]*  
Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

# Xerox WorkCentre 7435

## Transmission Report

G3-ID 512-697-2013  
 Local Name DAN WILLIAMS CO  
 Company Logo DAN WILLIAMS CO

Date & Time : 03/05/2012 12:15 PM  
 Page : 1 (Last Page)

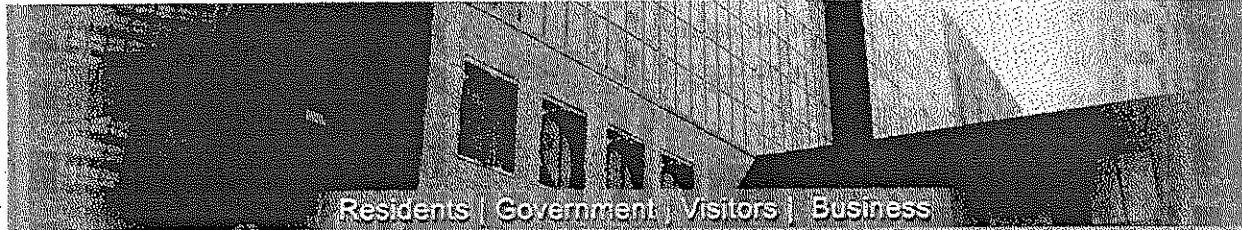
The job has been sent.  
 Original Size: 8.5 x 11"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <p>File # 11-045</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p><u>D. Williams Company</u></p>		
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p><u>N.A.</u></p> <p>Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><u>[Signature]</u></p> <p>Signature of person doing business with the governmental entity</p>		<p><u>3-5-12</u></p> <p>Date</p>

Adopted 06/29/2007

661P & G v

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	2251	9155462012	3- 5; 12:14 PM	25 Secs	1/1	Super G3		Completed



Residents | Government | Visitors | Business

Home &gt; Ethicscom &gt; Trainingvendorform

[Ethics Commission Home](#)[Ethics Commission Video](#)[Code of Ethics](#)[Rules and Procedures](#)[Online Training](#)[Financial Statements/  
Delinquent Reports](#)[Plain Language Materials](#)[Registered Lobbyists](#)[Forms](#)[Vendors Who Have  
Completed Ethics Training](#)[Campaign Contribution  
Reports](#)[Violations Found](#)

Human Resources Dept.  
800 E. Overland  
Room 223  
El Paso, Texas 79901  
Phone (915) 546-2218  
Fax (915) 546-8126  
[ethics@epcounty.com](mailto:ethics@epcounty.com)

## Ethics Commission

### » Vendor Training

*Please fill in the blanks to confirm the completion of your training.*

#### Training Verification Form for Vendors & Lobbyists

I swear, under penalty of perjury, that I,  
D.C. Williams, the undersigned of  
Dan Williams Company (Vendor or Lobbyists  
Company) have completed the training required of  
Vendors/Lobbyists under the El Paso County Code of Ethics. If  
I am a Vendor, I further affirm that I am an officer, principal,  
or other person with the authority to bind the Vendor. I have  
learned the concepts applicable to County Public Servants  
with regard to Procurement and Lobbying. I am confident in  
my knowledge and understanding of appropriate conduct  
under the Code.



Type the two words:

ndayPrp
 

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as PRINCIPAL, AND Hartford Fire Insurance Company, as SURETY are held and firmly bound unto \* hereinafter called the "Local Public Agency", in the penal sum of Five Percent of the Greatest Amount Bid Dollars, (\$5% GAB), 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. \*County of El Paso

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated March 8, 2012, for Construction for the Tornillo Guadalupe New International Bridge.

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 be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this March 8th day of, 2012, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

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

Dan Williams Company

Attest: Cheryl Brant

By: [Signature]

Hartford Fire Insurance Company

Attest: [Signature]  
Ashley Britt Russell

By: [Signature]

Brett A. Tisdale, Attorney-in-Fact

Countersigned By: N/A

Attorney-in-Fact, State of Texas

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



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Cheryl Bland, certify that I am the, ass't., 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.

Cheryl Bland (Corporate Seal)

ass't. Secretary Title

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 61-613558, 46-504809, 46-507142, 43-483850, 46-505579

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

David G. Miclette, Sam F. Bowen, Edward G. Britt, Jr., Kristi Lovett, Barry K. McCord, Ashley Britt Russell, Robert C. Davis,  
David T. Miclette, Michael Tubbs, Susan Zapalowski, Rita G. Gulizo, Joni Bowen, Mary Ann Garcia, Brett A. Tisdale  
of Houston TX, Fort Smith AR and New Orleans LA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority:



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 8, 2012.  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for your information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

The Hartford  
Hartford Financial Products  
2 Park Avenue, 5<sup>th</sup> Floor  
New York, New York 10016  
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## **EXHIBIT 3**

### **Contractor's Payment Bond**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_, hereinafter called Principal, and  
(Corporation/Partnership)

\_\_\_\_\_  
(Name or Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, 800 E. Overland, El Paso, TX 79901**, hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_, (\$ \_\_\_\_\_) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Construction for the Tornillo Guadalupe New International Bridge**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_counter-parts, each one of which shall be deemed as original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Principal)  
By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(Attorney in Fact)

By: \_\_\_\_\_  
(Address)

**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.

## **EXHIBIT 4**

### **Contractor's Performance Bond**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

A \_\_\_\_\_ hereinafter called Principal, and  
(Corporation/Partnership)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

Hereinafter called Surety, are held and firmly bound unto **the County of El Paso, Office of Director of Purchasing Agent, 800 E. Overland, Room 300, El Paso, TX 79901** hereinafter called OWNER, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) (amount shown in both words and figures) in lawful money of the United States, for the payment of which sum will and truly to be made we bind successors, assigns, and ourselves jointly and severally, firmly in these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: **Construction for the Tornillo Guadalupe New International Bridge**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which if may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, other-wise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counter-parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Witness as to Principal)

By:

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

By:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address)

**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.**

## **EXHIBIT 5**

### **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 Hundred Thousand Dollars (\$500,000.00) 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 Two Million Dollars (\$2,000,000.00) in any one occurrence; and Property Damage Insurance (Broad Form) in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars 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.

(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 Five Hundred Thousand Dollars (\$500,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) in any on occurrence.

(d) **Owner's Protective Liability Policy:** Provide the Owner with an Owner's Protective Liability Policy naming the Worker 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 every 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 from conditions created by the performance or non-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.

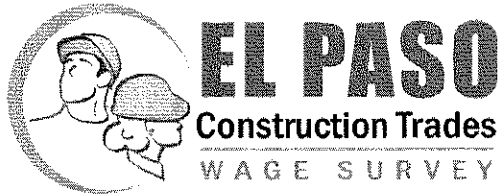
(h) **Boiler and/or Machinery Insurance:** Boiler and/or Machinery Insurance, where appropriate and necessary, shall be procured and maintained by the Contractor until the Work has been completed and accepted by the Owner.

## **EXHIBIT 6**

### **Contractor's Insurance Certificates**

## **EXHIBIT 7**

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



## COUNTY OF EL PASO, TEXAS

### Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates 2008

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.50	-	12.50	100.00
Asphalt Paving Machine Operator	11.41	-	11.41	91.28
Asphalt Raker	10.00	-	10.00	80.00
Backhoe Operator	11.50	-	11.50	92.00
Bulldozer Operator	10.22	-	10.22	81.76
Concrete Finisher (Paving and Structures)	10.50	-	10.50	84.00
Concrete Paving Finishing Machine	14.00	-	14.00	112.00
Crane Operator	12.07	-	12.07	96.56
Electrician	19.76	6.19	25.95	207.60
Excavator Operator	16.10	-	16.10	128.80
Form Builder/Setter	12.21	0.95	13.16	105.28
Form Setter (Paving and Curb)	12.00	-	12.00	96.00
Front End Loader	11.00	-	11.00	88.00
Laborer (Common)	8.25	-	8.25	66.00
Laborer (Skilled)	9.72	-	9.72	77.76
Mechanic	14.00	-	14.00	112.00
Motor Grader Operator, Fine Grade	16.00	-	16.00	128.00
Pipe Layer	9.83	-	9.83	78.64
Reinforcing Steel Setter (Paving)	11.75	-	11.75	94.00
Rock Mason	9.00	-	9.00	72.00
Servicer	12.00	-	12.00	96.00
Traveling Mixer Operator	10.00	-	10.00	80.00
Truck Driver under 26,000 pounds	9.50	-	9.50	76.00
Truck Driver over 26,000 pounds	12.00	-	12.00	96.00
Tunneling Machine Operator, Heavy	13.61	-	13.61	108.88
Utility Operator Grade 1	15.00	-	15.00	120.00
Utility Operator Grade 2	10.00	-	10.00	80.00
Welder, Certified	12.08	-	12.08	96.64

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

### HEAVY / HIGHWAY DEFINITIONS

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



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

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

27	<b>Rock Mason</b>	Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls. cutting or placing of rock in mortar or other similar material.
28	<b>Servicer</b>	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
29	<b>Slipform Machine Operator</b>	Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.
30	<b>Traveling Mixer Operator</b>	Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement or other stabilizing materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
31	<b>Truck Driver under 26,000 pounds</b>	Includes A-Frame, Gin pole, Tandem Float (4 & 5 axle), rubber-tired tractor, fork lift, winch truck, track truck equipment, stringing truck, single axle float (3 axle), flat bed truck (3 axle) dump truck (3 axle), skid truck (3 axle), hot pass (2 axle), Flat bed truck (2 axle), pickup, bus jeep, station wagon, swamp buggy or similar type equipment., stringer bead & hot pass (2 axle, flat bed truck (2 axle), dump truck (2 axle), skid truck 2 axle), and water truck (2 axle).
32	<b>Truck Driver over 26,000 pounds</b>	Includes truck mechanics, lowboy, rollagon or similar type equipment.
33	<b>Tunneling Machine Operator, Heavy</b>	Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways.
34	<b>Utility Operator Grade 1</b>	Clam, ditching machine, side booms (except those in Group 2), operator on dredges, cleaning machine, coating machine, back filler, blending machine, wate-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver.
35	<b>Utility Operator Grade 2</b>	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment, scraper, stalking machine, plant mix pavement, roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, small slipform machine, milling machine, self propelled hammer, trenching machine, directional drill, chip spreader, trenching, screening plant joint sealer and concrete saw.

36	<b>Welder, Certified</b>	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties. Includes pipe work that must be performed by a certified welder.
37	<b>Work Zone Barricade Servicer – include with Common Labor</b>	Fabricates erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

- **Welder, Non-certified** - Receives rate prescribed for craft performing operation to which welding is incidental.

## **EXHIBIT 8**

### **Apprenticeship Order and List of Required Apprenticeship Programs**

**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.

**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

## **EXHIBIT 9**

### **Contract Rules Applicable to the Tornillo-Guadalupe New International Bridge**



## **CONSTRUCTION RULES APPLICABLE TO THE NEW TORNILLO-GUADALUPE INTERNATIONAL BRIDGE**

The construction of the Tornillo-Guadalupe International Bridge presents unique issues and challenges. In order to address those special issues, the Countries of Mexico and the United States have drafted contract provisions to address each country's need to: inspect and review the construction of the entire bridge while only building one-half of the bridge; to build the center span of the bridge; and to deal with unforeseen calamities that interfere with the timely construction of the bridge.

The County of El Paso (also referred to herein as "Owner") and "SCT" (also referred to herein as "Owner") have agreed to take all the necessary steps and to grant their best efforts to mutually collaborate in the construction of the Tornillo-Guadalupe New International Bridge Project (the "Bridge Construction Project"), both in the United States of America and in the United States of Mexico.

The purpose of the provisions contained herein are to establish the framework for the construction of an international bridge and its connecting roadways, access ramps, and related transportation accessories capable of supporting pedestrian, commercial vehicular and noncommercial vehicular traffic that will link the United States and Mexico at a point near the cities of Tornillo, Texas, United States of America, and Porfirio Parra, Chihuahua, United Mexican States in accordance with Diplomatic Notes exchanged on the 2nd day of May, 2002 and the 24th day of July, 2003, between the Department of State of the United States of America, and the Mexican Secretariat of Foreign Relations (Secretaría de Relaciones Exteriores de México).

The agreement between the two governmental entities requires the engineers and contractors of both Countries to cooperate toward the mutual goal of building a structurally sound and complete bridge that complies with the requirements of the drawings and specifications for the bridge.

To accomplish this goal, Dan Williams Company, as the "County Contractor" is required to comply with, and does hereby agree to comply with, the following provisions on behalf of El Paso County.

The Bridge Construction Project consists of the construction of the Bridge's structure, its connecting access ramps, and related accessories as indicated below.

1. All related access ramps to be located within the territory of the United States of America which will connect the Bridge to the border station near Tornillo, Texas.
2. Any and all parts of the Bridge structure itself, including all substructure, superstructure, railings, signing, pavement marking, and lighting, up to and

including Bent number 8, in order to connect the Bridge to the border station to be located on territory of the United States of America.

## **I - CONSTRUCTION PLANS**

The Bridge Construction Project will be performed in accordance with the Bridge construction plans that have been prepared, reviewed, and approved by the Parties and have been reviewed and approved and signed, afterwards, by the U.S./Mexico International Boundary and Water Commission (Comisión Internacional de Límites y Aguas entre Estados Unidos Mexicanos y los Estados Unidos de América), also referred to herein as "IBWC", on May 14, 2009 (the "Construction Plans").

No obstructions, other than those shown in the plans, shall be allowed. Any required obstruction must be pre-approved by permitting authorities. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge.

In the event archaeological resources are uncovered during the course of construction activity, such activity shall cease and the State of Texas, State Historic Preservation Officer, shall immediately be advised of the discovery. Once data recovery has been arranged, construction activity may resume.

In the event that construction activities cause damage to the levee system of the Rio Grande River, the County Contractor shall immediately notify Owner and the Supervisory Engineer and shall, in conjunction with the Owner and the Supervisory Engineer, take immediate action to cure and correct complete repairs or reconstruction of the damaged area to the satisfaction of the International Boundary and Water Commission.

## **II - CONSTRUCTION STANDARDS**

The construction work in U.S. territory will be completed in accordance with the 2004 edition of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges of the Texas Department of Transportation and that in Mexican territory, in accordance with the Secretariat's current Standards of Construction and Installations (Normas para la Construcción e Instalaciones), Materials Quality Standards (Normas de Calidad de los Materiales), Standards for Materials, Equipment and Systems Sampling and Testing (Normas para Muestreo y Pruebas de Materiales, Equipo y Sistemas), and Manual of Road and Highway Safety Devices (Manual de Dispositivos de Seguridad para Calles y Carreteras).

No sewage, debris, trash, excess materials or equipment, or industrial waste will be discharged into the Rio Grande River ("Rio Bravo") as a result of the construction work that is the subject of this Agreement.

Any materials and equipment used in the Bridge Construction Project shall fulfill the quality guidelines and every one of the portions of such work shall be made as provided in the approved construction plan.

### **III - CONSTRUCTION BIDDING FOR THE COMMON SPAN**

It is anticipated, but not guaranteed, that the "alternate" Common Span bid of the Mexican and County Contractors shall be compared at a time and place agreed upon by the Parties. It is expected, but not guaranteed, that the construction of that span of the superstructure between Bent number 7 and Bent number 8 (the "Common Span"), including all superstructure, railings, signing, pavement markings, lighting, monuments and all accessories for the Common Span, shall be built by either the County Contractor or "SCT's" construction contractor, whichever of them submits the lowest and best bid for said construction.

### **IV - AVAILABILITY OF CONSTRUCTION SITE AND ADMINISTRATIVE DOCUMENTS**

Each Owner must make available to the other Owner access to the construction site where the construction is being performed, as well as the, permits, licenses, and other authorizations required for its performance. It is incumbent upon the County Contractor to provide access to and to cooperate in all inspections of the worksite, equipment, and material made by the representatives of either Owner, the representative of the financier for the Mexican concessionaire, representatives of the Mexican government, including but not limited to "SCT," and representatives of the federal government including but not limited to the United States Coast Guard, the Army Corp of Engineers, International Boundary and Water Commission, and General Service Administration.

The working area must be defined, fenced according to the construction drawings, and the authorities shall be informed, understanding that the border line dividing both countries shall continue to exist, and so will the jurisdiction of each of the countries over their respective territories.

## V - INSPECTION

In order that the construction may be coordinated and inspected, each Owner has named or will name a Supervising Engineer and a Resident Engineer.<sup>1</sup>

Each Owner's Supervising Engineer will have access to the entire bridge span and to equipment for construction and inspection purposes in accordance with these Construction Rules during working hours and days once Customs and Border Protection approval has been obtained.

The Supervising Engineer will have the authority to review the totality of the construction for the Bridge Construction Project, and to order its Resident Engineer to undertake those corrections necessary to complete the work for which the Party is responsible and to provide the other Party's Supervising Engineer with written reports concerning avoidable irregularities in the completion of the other Party's work so that they may take the necessary corrective actions.

The Supervising Engineer will also be in charge of performing the following functions:

- (a) Reporting to the other Supervising Engineer as to any constructions matters which are not in compliance with this Agreement.
- (b) Verifying that the construction is performed as per their agreement and as per engineering plans, specifications and addendums.
- (c) Keeping construction plans updated.
- (d) Monthly submittal of reports on the progress of the construction of the Bridge Construction Project.
- (e) Verifying completion of the construction as per their agreement.
- (f) Submitting a general written report on the manner and terms in which the construction was performed.
- (g) Attending the formal inspection of the Bridge Construction Project and signing the corresponding certificate.
- (h) Keeping the Bridge Construction Project's logbook as described below.

The Supervising Engineer shall communicate to the other Owner's Supervising Engineer any construction matters which are not in compliance with their agreement. As per their agreement, it shall be the duty of the Supervising Engineer to verify that any repair, bad workmanship or necessary replacements be accomplished in a timely fashion.

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<sup>1</sup> The titles and responsibilities used for the Supervisory Engineer and the Resident Engineer in the United States are reversed in Mexico. Accordingly, the terms for Supervisory Engineer and Resident Engineer that are used in the English version of the Agreement are reversed in the Spanish version of the Agreement.

Each Supervising Engineer shall also have access to all of the construction equipment and materials used for the Bridge Construction Project.

The Resident Engineer shall be responsible for the day to day inspection and oversight of its third party contractors and serve as the Owner's on-site representative.

The Resident Engineer of an Owner shall be physically on the Bridge Construction Project site on a daily basis and shall maintain a logbook that documents that Owner's daily construction activities. The Resident Engineer shall be responsible for interacting with that Owner's third party contractors and for verifying that the construction executed on behalf of that Owner is in accordance with the plans and specifications for the Bridge Construction Project. The Resident Engineer shall report to the Supervising Engineer on a regular basis and keep the Supervising Engineer informed of all significant matters.

The logbook(s) will be open to inspection by the County's and "SCT's" Supervising Engineers. Copies of all or any part of the logbook will promptly be provided to the representative of the other Owner upon request.

A representative of a financier is also permitted to oversee quality control on behalf of a third party Concessionaire or its lender. Such representative shall have access to all portions of the construction site, equipment and material as does the Supervising Engineer.

## **VI - CONTACT INFORMATION FOR COUNTY ENGINEERS**

The Supervisory Engineer for "THE COUNTY" shall be Sidney "Sid" A. Mielke of Structural Engineering Associates, Inc., 3838 N.W. Loop 410, San Antonio, TX 78229.

Sid Mielke, P.E.  
Senior Project Manager  
Structural Engineering Associates, Inc.  
telephone 210-735-9202  
fax 210-735-2074  
cell 210-861-3126  
[smielke@seatx.com](mailto:smielke@seatx.com)

In the absence of Mr. Mielke, Mr. J  sse S. Covarrubias [sea@seatx.com](mailto:sea@seatx.com) or Adrian M. Romero, [aromero@seatx.com](mailto:aromero@seatx.com) may act on behalf of the Supervisory Engineer. Telephone number: (210)735-9202. Facsimile number is (210)735-2074.

The County's Resident Engineer shall be Ernie Carrizal, Public Works Director for El Paso County, 800 E. Overland, Room 407, El Paso, Texas 79901, or his designee, Mr. Jesus "Daniel" Ibarra.

Ernie Carrizal  
Executive Public Works Director  
El Paso County, Texas  
Telephone 915-546-2015  
Fax 915-546-8194  
Cell 915-479-0140

Fernando Hernandez  
Project Engineer  
El Paso County, Texas  
Telephone 915-546-2015  
Fax 915-546-8194  
Cell 915-\_\_\_\_\_

### **VII - CONSTRUCTION COMPLETION AND ACCEPTANCE**

For this Bridge Construction Project to be considered to have reached Final Completion and the obligations of both Owners met, it shall be required that the Supervising Engineers jointly verify that the construction undertaken on both sides of the bridge complies with the Construction Plans, as well as with each countries respective construction standards. The Supervising Engineers must provide the Owners with a written report, and subsequently, prepare the documents for acceptance of the Bridge Construction Project by each of the Owners. Three (3) acceptance documents shall be prepared and signed by the Owners: one for each portion of the Bridge Construction Project undertaken by each of the Owners, and one for the Project as a whole. Upon Final Completion, as defined herein, County Contractor shall be entitled to receive final payment for construction of the portion of the contract allocated to the Bridge Construction Project.

### **VIII - ACT OF GOD OR FORCE MAJEURE**

For the purposes of this Bridge Construction Project, Acts of God are those phenomena of nature and in general those where the will of man does not intervene, among which the following are mentioned without limitation: storms, hurricanes, floods, lightning, earthquake and snow.

Force Majeure are those events where the will of man takes part directly or indirectly, and among which the following are mentioned in a declaratory manner but without limitation: war, civil disturbances, revolt, insurrection, sabotage, fires, explosions, protests, acts of terrorism, strikes, commercial embargoes (boycotts) against the country, transportation accidents whether by sea, train, land, or air; acts or

omissions by the Government Authority not voluntarily requested or brought by the party in question, nor caused by non-fulfillment of the obligations arising from the Agreement or any applicable law. Force Majeure includes: the inability to timely and appropriately obtain any authorization indispensable for the corresponding Owner to fulfill its obligations hereunder, provided that such Owner has fulfilled each and every one of the requirements necessary to obtain the same under the applicable laws and it has taken all the pertinent steps for such purpose.

No Act of God or Force Majeure shall be considered as existing if any of the County Contractor, has contributed directly or indirectly to its existence. When the County's Contractor states the existence of an Act of God or Force Majeure, the County Contractor must make its best effort to correct, alleviate, or solve the effects of the same.

In the event that the County claims an Act of God or Force Majeure it must give notice to "SCT" about the event within 72 (seventy-two) hours from the date when it found out about it and must include the following:

- a. Description of the event.
- b. Place, date, and time when it happened.
- c. Causes which originated it.
- d. Steps taken.
- e. Estimated term of its duration.
- f. Effects on infrastructure.
- g. Estimated amount of damages and repair.
- h. Temporary and/or permanent solution alternatives if they exist.

If the County suffers an Act of God or Force Majeure, it must also give notice to the "SCT" within 72 (seventy-two) hours from the moment when such Act of God or Force Majeure stops preventing it from fulfilling its obligations.

Accordingly, it is incumbent upon the County Contractor to notify the County at the earliest moment of such Act or God or Force Majeure begins and ceases and to timely provide complete and accurate information required to be submitted to the other Owner.

## **IX – INTERNATIONAL SECURITY AND COOPERATION WITH FEDERAL OFFICIALS**

It is incumbent upon the County Contractor to remain vigilant in protecting United States security as it relates to securing the working area and cooperating with the federal law enforcement agencies.

U.S. Customs and Border Protection ("CBP"), a component of the Department of Homeland Security, is responsible for overseeing and maintaining border infrastructure, including fences, gates, drainage grates, lighting, roads and bridges in order to deter illicit cross border activity.

The County Contractor shall cooperate and work together with CBP at all times by keeping fences erect, gates closed, drainage grates secure, lighting adequate and roads and bridges either open or blocked as is appropriate, particularly during the removal and replacement of the border fence.

The County Contractor shall remain mindful of the fact that the border fence is part of CBP's managed tactical infrastructure, and the CBP is charged with the duty of maintaining security along the United States' border with Mexico.

The County, through the County Contractor, will be responsible for replacing and reinstalling the permanent fence in accordance with the contract plans for this project, which have already been reviewed and approved by CBP as meeting their criteria and standards. Any fence modifications which differ from the contract plans for this project, must be coordinated with CBP.

County Contractor must provide the County a list of its employees and those of its subcontractors assigned to the construction of the Tornillo-Guadalupe Bridge as well as samples of IDs to be used and/or worn to identify these individuals.

County Contractor will be required to allow officers of the U.S. Border Patrol and U.S. Customs and Border Protection access to the Bridge Construction Project site at all times. County Contractor's and its subcontractor's work, personnel, equipment and material are subject to inspection by Federal officers at any time.

In the event that CBP believes or discovers that a Bridge security feature is not functioning properly and, as such, that it is compromising border security, CBP will immediately notify the County's representatives of the problem and work together with County representatives to resolve the problem. However, if CBP believes that a matter is urgent, immediate action and reasonable measures must be taken to repair the problem within 24 hours after the County's notification by CBP of the nature of the problem. In the event that the matter is determined by CBP to be urgent or should CBP determine that the County's response is inadequate, CBP has the right to make a temporary repair -- at any time -- in coordination with the County.



In the event the County's Contractor is notified by CBP of a problem or security breach, involving security features, persons working on the bridge, or unauthorized individuals on or attempting to enter the Bridge Construction Project site, this information must be immediately conveyed to the County's Director of Public Works or to the Supervisory Engineer.

#### **X - TERM**

The terms of these Construction Rules shall remain in full force for the time required to perform the construction corresponding to the Bridge Construction Project and to duly fulfill all the obligations hereunder.

