

Pool Renovation Project at Ascarate, Fabens and Canutillo Pools

Bid # 16-003



**Opening Date
Friday, February 19, 2016**

El Paso County Code of Ethics Training Affidavit

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

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

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

What is a vendor:

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

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

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

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

El Paso County Code of Ethics Training Affidavit (continued)

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

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

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

I _____ am an officer, principal, or individual
(Full Name)

authorized to bind the company, known as

_____.
(Company name)

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

Name_____

Title_____

Company
Name_____

Address_____

Signature_____

Date_____



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

Memorandum

To: All Vendors

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

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

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

INVITATION FOR BIDS

The County of El Paso will receive Bids for Pool Renovation Project at Ascarate, Fabens and Canutillo Pools, Bid #16-003, until 2:00 P.M., on **Friday, February 19, 2016**, 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.

A mandatory site visit will be held on Thursday, February 4, 2016 at 9:00 a.m. at Ascarate Pool, 6900 Delta Drive, El Paso, Texas 79905, with two (2) other pool locations immediately following.

Following the site visit, a pre-bid conference will be held in the Purchasing Conference Room located at 800 East Overland, Room 300, El Paso, Texas 79901 (time will be known after the final site visit).

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:

Pool Renovation Project at Ascarate, Fabens and Canutillo Pools

Work shall consist of furnishing all labor, equipment, supplies and materials and to perform all operations necessary for the installation of complete and operating pool filtration systems for the pools as required by these specifications, subject to the terms and conditions of the contract. The work shall include the completion of such details not mentioned or shown which are necessary for the successful operation of all systems described or required by these specifications; including start-up and testing.

ADDITIVE ALTERNATES – Any additive alternates included in this bid will be prioritized. Based on funding availability, Additive Alternate #1 will be selected first, followed by Additive Alternate #2 and so on.

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@epcounty.com before **Friday, February 5, 2016, at 12:00 p.m.** Bid number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.

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

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

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

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

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

INTRODUCTION

This request for bid sets forth the specifications and requirements for all labor, and materials, equipment, supplies and tools to renovate three County pools: Ascarate Children's pool, Fabens pool, and Canutillo pool. Construction estimate \$800,000 to \$900,000.

MINIMUM QUALIFICATIONS

1. The bidder must have been in the business of commercial pool renovation for a period of five (5) years.
2. The bidder must be licensed and bonded in the state of Texas.

WALKTHROUGH

A mandatory site visit will be held on **Thursday, February 4, 2016 at 9:00** a.m. at Ascarate Pool, 6900 Delta Drive, El Paso, Texas 79905, with two (2) other pool locations immediately following.

Following the site visit, a pre-bid conference will be held in the Purchasing Conference Room located at **800 East Overland, Room 300, El Paso, Texas 79901** (time will be known after the final site visit).

COMMENCEMENT

The Contractor shall commence work within 30 days upon execution of the Contract. It is estimated the work should be completed within 120 days.

SCOPE OF BID

1. Ascarate Lap & Children's Pool, 6900 Delta Dr. EL Paso ,TX 79905
 - A. Demo and remove all existing pool filters and associated piping systems for the lap pool and children's pool.
 - B. Furnish and install new fiberglass systems, controllers, associated piping as necessary and as specified at both pools
 - C. Demo and remove all existing pool wall and floor plaster surfaces at the children's pool as specified.
 - D. Furnish and install all necessary surface preparation and all new quartz pool plaster (color: sky blue) and all necessary tile repair at the children's pool as specified herein.
 - E. Children's Pool size: 40ft x 40ft, depth: 2ft – 4ft.

Excluded: pool heaters, pumps, and chemical systems.

F. Fabens Pool, 526 G. Ave, Fabens, TX 79838

1. Demo and remove all existing pool filters, recirculating pump, and associated piping systems.
2. Furnish and install new fiberglass filters, controllers for auto backwash, new recirculating pump and all associated piping systems as specified.
3. Demo and remove all existing pool wall and floor plaster surfaces as specified.
4. Furnish and install all necessary surface preparation and all new quartz plaster (color to be White) as specified.
5. Pool size: 75'x 45', depth: 3'-1/2" – 10'

G. Canutillo Pool, 7361 Bosque Rd. Canutillo, TX 79834

1. Demo and remove all existing pool filters, recirculating pump, and associated piping systems.
2. Furnish and install new fiberglass filters, controllers for auto backwash, new recirculating pump and all associated piping systems as specified.
3. Demo and remove all existing pool wall and floor plaster surfaces as specified.
4. Furnish and install all necessary surface preparation and all new quartz plaster (color to be white) as specified.
5. Demo and remove all existing concrete pool deck.
6. Demo and remove all existing grab rails. Remove diving base and board and store for reinstall.
7. Demo and remove all existing (10) pool surface skimmers; replace with new skimmers as specified.
8. Provide all forms, grading, reinforcing, new concrete and joints/caulking to replace the pool deck.
9. Furnish and install new anchors and grab rails with grounding. Re-install existing diving base and board.
10. Pool size: 75' x 45', depth: 3'-1/2"- 10'.

H. On the Bid Price Sheet, state the project completion time (# of working days) after receipt of order.

I. All material will be delivered to the address as written on the El Paso County Purchase Order.

J. All materials, unless otherwise specified, shall be new, free from all defects, suitable for the intended use, and of the best quality of their respective kinds. Materials and equipment shall be installed in accordance with the manufacturer's recommendations and the best standard practice for the type of work involved. All work shall be executed by mechanics skilled in their respective trades, and the installations shall provide a neat, precise appearance. Materials and/or equipment damaged in shipment or otherwise damaged prior to installation shall

not be repaired at the job site but shall be replaced with new materials and/or equipment.

- K. The responsibility for the furnishing of the proper equipment and/or material and seeing that it is installed as intended by the manufacturer rests entirely upon the contractor who shall request advice and supervisory assistance from the representative of specific manufacturers during the installation. The contractor shall not begin work on any item without a work plan that includes a scheme for a complete and operational system.
- L. Haul trash away. Site must be cleaned of any debris before contractor demobilizes. Any damage to undisturbed areas to be at contractors cost.
- M. Bid Price Sheet: All respondents must provide the information requested in the spaces provided on the Bid Price Sheet. For items not bid on, enter "No Bid" in the space provided.

General Information

- 1. Detailed specifications and requirements for the materials and services are included in the following pages.
- 2. All materials, equipment and labor are to be included in the bid.
- 3. Warranty information on the re-plastering of the swimming pool is to be included in the bid.
- 4. Any materials that are used that are not within the specifications but that the bidder wants to be considered "as equivalent" must have a fact sheet about the product included in the bid.
- 5. Where requested, the bid must include fact sheets about products recommended to the County.
- 6. Timeline for the work to be completed must be included in the bid.

FAILURE OF THE BIDDER

Failure of the bidder to comply with any of the specifications contained in this bid document after contract award will justify action by El Paso County to terminate contract for any or all awarded items on this bid with that particular bidder. Successful vendors who do not comply will be offered an opportunity to resolve noted deficiencies.

BID PRICE SHEET

BID # 16-003
POOL RENOVATION PROJECT AT
ASCARATE, FABENS, AND CANUTILLO POOLS

Company Name

Mailing Address

Federal Tax Identification No.

City / State / ZIP

Authorized Signature

Printed Name of Signer

Title

Phone

E-mail

Date

List number of years company has been in the business of pool renovation

Number of days of completion of the entire project after receiving Notice to Proceed

Item No.	Description	Bid Price
1.	Ascarate Lap & Children's Pool	\$
2.	Fabens Pool	\$
3.	Canutillo Pool	\$
TOTAL PRICE FOR THE PROJECT		\$

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy and four (4) electronic versions of the complete bid (CD/DVD/Flashdrive) in Word/PDF Format. Electronic copies must reflect the original hard copy.**

13100 GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Work covered by this Division shall consist of furnishing all labor, equipment, supplies and materials and to perform all operations necessary for the installation of complete and operating pool filtration systems for the pools as required by these specifications, subject to the terms and conditions of the contract. The work shall include the completion of such details not mentioned or shown which are necessary for the successful operation of all systems described or required by these specifications; including start-up and testing.

1.02 GENERAL QUALIFICATIONS AND GUIDELINES

- A. The Contractor shall be skilled in his trade. The Contractor shall execute all work hereinafter specified or indicated on accompanying Drawings. Contractor shall provide all equipment necessary and usually furnished in connection with such work and systems whether or not mentioned specifically herein or on the Drawings. Contractor's requirements should be considered performance based in addition to the prescriptive requirements of these specifications. It is the general intent that a complete and fully operational system be provided. The Contractor's work shall carry the intent that all systems are furnished complete and operational unless specifically indicated otherwise.
- B. The Contractor shall be responsible for fitting the material and apparatus into the building and shall carefully lay out his work at the site to conform to the structural conditions, to avoid all obstructions, to conform to the details of the installation and thereby to provide a neat, integrated, satisfactory, complete and operating installation.
- C. The Drawings are necessarily diagrammatic by their nature, and are not intended to show every detail in its exact location. These details are subject to the requirements of code, industry standard practice and workmanship, structural and architectural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be organized and laid out in finished portions of the building, unless specifically noted to be exposed.

1.03 GUARANTEE – WARRANTY

- A. The following guarantee is a part of the specifications and shall be binding on the Contractor:

"The Contractor guarantees that this installation is free from defects. He agrees to replace or repair to the satisfaction of the Engineer /Architect any part of the installation that may fail within a period of one year after substantial completion,

provided that such failure is due to defects in the materials or workmanship or failure to follow the specifications and drawings. Warranty of the Contractor- furnished equipment or systems shall begin on the date of substantial completion."

- B. The extent of guarantees or warranties by Equipment and/or Materials Manufacturers shall not diminish the requirements of the Contractor's guarantee-warranty to the Owner.

1.04 SUBMITTALS AND SHOP DRAWINGS – PROCEDURES

- A. Before purchasing or starting installation of materials or equipment, the Contractor shall submit for review, a complete list of all materials and equipment which will be submitted for incorporation into the project. The list shall be arranged in accordance with the organization of the Specifications. This initial list shall include the manufacturer's name and type or catalog number as required to identify the quality of material or equipment proposed. This list will be reviewed and will be returned to the Contractor with comments as to which items are acceptable without further submittal data and which items will require detailed submittal data for further review and subsequent approval. The initial list shall be submitted as herein specified. Materials and equipment requiring detailed submittal data shall be submitted with sufficient data to indicate that all requirements of these Specifications have been met and samples shall be furnished when requested. All manufacturer's data used as part of the submittal shall have all inapplicable features crossed out or deleted in a manner that will clearly indicate exactly what is to be furnished and key specified features shall be highlighted.
- B. Submittals
 - 1. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
 - 2. Submittals shall be grouped and submitted in a three ring binder in a manner where all project submittals can be kept under one cover. Supplemental submittal information shall be marked and dated for coordination with the original submittal, including reviewer's comments and referencing.
- C. Fabrication Shop Drawings
 - 1. Submit Shop Drawings whenever (1) equipment proposed varies in physical size and arrangement from that indicated on the Drawings. Rearrangement of equipment as laid out, will only be considered as a last resort. Submitting on equipment that does not properly fit is cause for rejection. The Contractor shall provide detailed drawings of any space approved for rearrangement, (2) where tight spaces require extreme coordination between ductwork, piping, conduit, and other equipment, (3) where called for elsewhere in these Specifications. Fabrication Drawings shall be made at no additional charge to the Owner.

2. Eight (unless otherwise indicated) complete sets of coordination drawings if necessary, shall be submitted prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the Contractor's planned method of installation. The objectives of such drawings are to promote carefully planned work sequence and proper coordination, in order to assure the expeditious solutions of problems, and the installation of lines and equipment as contemplated by the Contract documents while avoiding or minimizing additional costs to the Contractor.
3. In the event the Contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any other systems, with the structural items or with other construction items, such conflicts shall immediately be brought to the attention of the Owner.

1.05 PRODUCTS, MATERIALS AND WORKMANSHIP

- A. All materials, unless otherwise specified, shall be new, free from all defects, suitable for the intended use, and of the best quality of their respective kinds. Materials and equipment shall be installed in accordance with the manufacturer's recommendations and the best standard practice for the type of work involved. All work shall be executed by mechanics skilled in their respective trades, and the installations shall provide a neat, precise appearance. Materials and/or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site but shall be replaced with new materials and/or equipment.
- B. The responsibility for the furnishing of the proper equipment and/or material and seeing that it is installed as intended by the manufacturer, rests entirely upon the Contractor who shall request advice and supervisory assistance from the representative of specific manufacturers during the installation. The Contractor shall not begin work on any item without a work plan that includes a scheme for a complete and operational system.

END OF SECTION 013100

13050 SWIMMING POOL DEMOLITION

PART 1 GENERAL

1.00 WORK INCLUDED

- A. Demolition and removal of pool filters, and associated piping systems.

1.01 EXISTING CONDITONS

- A. After the project is begun, the contractor is responsible for the condition of structures to be demolished. The Owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for bidding purposes.
- B. The owner reserves the right to remove and salvage portions of the work prior to the start of the demolition.

1.02 UNFORSEEN CONDITIONS

- A. Should unforeseen conditions be encountered that affect design or function of project, investigate fully and submit an accurate, detailed, written report to the Owner. While awaiting the Owner's response, reschedule operations if necessary to avoid delay of overall project.

PART 2 EXECUTION

2.01 EXAMINATION

- A. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- B. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.
- C. Verify actual conditions to determine in advance whether removal or demolition of any element will result in structural deficiency, overloading, failure, or unplanned collapse.

2.02 PREPARATION

- A. Traffic: Do not obstruct walks or public ways without the written permission of governing authorities and of the Owner. Where routes are permitted to be closed, provide alternate routes if required.

B. Protection:

1. Provide for the protection of persons passing around or through the area of demolition.
2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
3. Erect temporary protection such as walks, fences, railings, canopies, etc., where required by authorities having jurisdiction.
4. Protect walls, floors, and other new or existing work from damage during demolition operations.
5. Protect existing site appurtenances and landscaping to remain.

- C. Damages: Without cost to the Owner and without delay, repair any damages caused to facilities to remain.

2.03 POLLUTION CONTROLS

- A. Control as much as practicable the spread of dust and dirt.
- B. Observe environmental protection regulations.
- C. Do not allow water usage that results in freezing or flooding.
- D. Do not allow adjacent improvements to become soiled by demolition operations.

2.04 DEMOLITION - GENERAL

- A. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated). (All pool filters and associated piping systems at Ascarate Park, Canutillo, and Fabens locations)
- B. Remove and Salvage: Items indicated to be salvaged will remain the Owner's property. Carefully remove and clean items indicated to be salvaged; pack or crate to protect against damage; identify contents of containers; deliver to the locations indicated.
- C. Remove and Scrap: Remove and dispose of items indicated.
1. All demolished or removed items and materials shall be considered scrap except for those indicated to remain, those indicated to be reinstalled, and those indicated to be salvaged.
 2. Items of value to the Contractor:
 - a. The Contractor may provide for temporary storage on sit, if approved by the Owner.
 - b. Remove all items from site when requested by the Owner.

- c. On-site sale of removed items is prohibited.
- D. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the Owner's permission, the Contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- E. Perform work in a systematic manner.
- F. Demolish and remove existing construction only to the extent required by new construction and as indicated in the contract documents.
- G. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.

2.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.
- B. Transport materials resulting from demolition operations and legally dispose of off-site.
- C. Do not burn removed materials on project site.
- D. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

2.06 CLEANING

- A. Remove tools and equipment. Dispose of scrap.
- B. Broom clean interior areas.
- C. Leave exterior areas free of debris.
- D. Clean soil, smudges, and dust from surfaces to remain.
- E. Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION 13050

013060 SWIMMING POOL FINISHES

PART 1 GENERAL

1.01 GENERAL

- A. Work Included: Ceramic tile required for this work is indicated on the exhibits and is limited to the installation of tile and specialty items in the swimming pool, including but not limited to the rope anchors and other similar embedded items is required.
- B. Reference Specifications and Standards: The latest issue of the publication listed below, includes the amendments, addenda and errata, but referred to thereafter by basic designation only, form a part of this specification shall be consulted and the applicable section complied with by the Contractor while performing the work specified in this section.
- C. The Tile Council of America (TCA) Inc. Publication: Handbook for ceramic Tile Installation

1.02 SUBMITTALS

- A. In accordance with Division 1, General Requirements.
 - 1. Submit the following for the selection and approval:
 - a. Each type and shape of tile in each required color.
 - b. Joint grout colors for each color tile.
 - c. All tile sizes, features and colors shall be as scheduled on the exhibits.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Glazed Ceramic Tile – Colors as selected or scheduled.

2.02 SETTING BED MORTAR

- A. Machine mix mortar after dry mixing materials. Mix all mortar not less than 5 minutes after water is first added. Accurately measure materials using calibrated measuring boxes; shovel measurements is not permitted. Discard mortar that measurement is not placed and compacted before initial set is reached. Measure all materials by volume. Proportions of 1 part Portland cement, 1/10 part hydrated lime, and 6 parts damp sand at horizontal surfaces and 5 parts damp at vertical surfaces, mixed to consistency and workability that allows maximum compaction during tamping of mortar bed at horizontal surfaces and 5 parts

damp at vertical surfaces, mixed to consistency and workability that allows maximum compaction during tamping of mortar bed.

2.03 BOND COAT

- A. White Portland cement mixed with water to creamy consistency. Do not add water or cement after initial mixing and discard material not used prior to initial set.

2.04 JOINT GROUT

- A. Waterproofed white Portland cement with waterproofing admix, matching the approved samples. Include silica sand passing NO. 30 sieve for joints over 1/8 wide, not over the twice the volume of Portland cement.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean sub-surfaces of dust, dirt oil, grease, and deleterious substances.
- B. Substrates to Receive Mortar Setting Beds: Keep cementitious damp for at least 8 hours and scrub with a neat portland cement slurry just prior to placing setting bed mortar.
- C. Tile Wetting: Damped tile according to tile manufacturer's instructions, as required.
- D. Screeds: Accurately set temporary screeds to control the finish plane of mortar bed set tile and remove as soon as setting bed is sufficiently hardened. Fill void spaces from screeds from screed with same mortar.

3.02 INSTALLATION

- A. Arrange tile according to existing patterns. Set tile with flush well- fitted joints, finished in true planes, plumb, square, joints of uniform size. Provide approved trimmers shown or required. Cut tile without marring. Carefully grout and joint tile edges and cuts.
- B. Mortar Bed Set Tile: Apply specified setting bed mortar, tamp and screed to required planes. Trowel 1/32" to 1/816" thick bond coat over plastic setting bed mortar just before setting tile placed. SETTING BED VERTICAL AND HORIZONTAL PLANE TOLERANCE SHALL BE 1/16" IN 10'1". Set tile in position and beat firmly into setting bed mortar. Bring tile faces to a true and proper plane.
- C. Joint Sizes: Install tile with uniform 1/16" joint width.

D. Ceramic Tile Joint Grouting: Grout tile joints full after washing out saturating with clean water. Mix grout with water to a thick creamy consistency and fore into joints entire joints depths, flush with surface. Use white grout throughout.

END OF SECTION 013060

013225 SWIMMING POOL QUARTZ PLASTER

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work Included: Provide all materials, labor, equipment and services to furnish and install plastering, accessories and other items as necessary to complete the work indicated on the Drawings to make a complete installation.

1.02 QUALIFICATIONS OF POOL PLASTER SUBCONTRACTOR

- A. The Pool Plaster Subcontractor used for this portion of the work shall have been successfully engaged in the business of plastering commercial swimming pools with quartz aggregate and white cement for at least seven (7) years immediately prior to commencement of this work and shall demonstrate to the approval of the Owner that his record of workmanship is satisfactory, if required.

1.03 CONDITIONS

- A. No plastering shall be done under unsuitable weather or temperature conditions or when prevailing temperature is 40o F or less.
- B. Do not install plaster during rain. If rain commences after plastering has begun, immediately protect the plaster from rain by all necessary means until after plaster has set.
- C. Do not install plaster during wind. If wind commences after plastering has begun, immediately protect the plaster from wind by all necessary means and immediately remove from the surface all debris deposited by the wind.

PART 2 PRODUCTS

2.01 CEMENT

- A. Swimming pool plaster cement shall be white Portland cement conforming to ASTM C-150 as manufactured by Riverside Cement, Lehigh Cement, or approved equal.

2.02 AGGREGATE (NO SUBSTITUTIONS)

- A. Swimming pool aggregate shall be Quartz Aggregate 'Diamond Brite' by SGM. Co. Mix per manufacturer's recommendations for specific application.

2.03 COLOR

- 1. All swimming pool plaster color shall be selected by owner.

2.04 WATER

- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

2.05 MIX DESIGN

- A. Mix design shall be in strict accordance with the specific manufacturer's published recommendations; otherwise use Industry Standard of one part cement, one part lime, and three parts aggregate. The pool plastering subcontractor shall submit for approval, the proposed mix design and specifications for the products of the mix design 30 days prior to installation.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before plaster is applied, the pool circulation, piping, and filtration equipment shall be thoroughly tested by the Swimming Pool Subcontractor, shall be in operating condition including installation of lights and mechanical equipment, and shall be in a clean and acceptable condition as approved by the Architect or Engineer. In addition, all tile work and embedded items by others shall have been installed in the proper locations.

3.02 PLASTERING

- A. General: All plastering work shall comply with the LPCA "Reference Specification."
- B. Do not commence plastering of swimming pool until all concrete deck areas and other construction adjacent to the pool is complete and all construction equipment used for those portions of the work has been removed from the immediate area.
- C. Under no condition shall pool be plaster and water filled until all buildings, fencing, concrete, sitework and utilities construction is completed and cleaned of construction debris. All utility services supporting the pool system must be complete and operational prior to pool plaster.
- D. Preparation of Surfaces: Concrete surfaces shall be cleaned of all dust, loose particles and other foreign matter. Any foam, grease and oil shall be removed with an approved commercial degreasing compound suitable for the purpose and then thoroughly rinsed with clean water. All laitance shall be removed with a 10% muriatic acid solution and thoroughly rinsed and all residue removed by use of a wet vacuum.
ALL EXISTING POOL WALL AND FLOOR PLASTER SURFACES SHALL BE REMOVED BY POWER TOOL CHIPPING AND OR SANDBLASTING.
- E. **INSTALLATION OF PLASTER: ALL QUARTZ AGGREGATE PLASTER MATERIAL SHALL BE APPLIED WITH AN APPROVED AIR ENTRAINED PLASTER PUMP TO A MINIMUM THICKNESS OF 1/2". HAND APPLIED**

PLASTER USING PLASTER MIXERS, BUCKETS, OR WHEELBARROWS IS NOT PERMITTED FOR THIS PROJECT.

- F. Pool Filling: After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by continuously filling the pool with clean potable water, taking care to prevent all damage and staining to finished plaster surfaces.
- G. If pool filling does not proceed with sufficient speed to prevent any portion of the pool from drying to the point of plaster damage, or when the weather is hot, keep the pool walls continuously damp by fine water spraying until the pool is filled.
- H. Cleaning Up: Upon completion of the work of this Section, remove all excess plaster from adjacent surface, remove all equipment and debris which was a product of this work and leave the site in a clean and presentable condition.

END OF SECTION 013225

013250 SWIMMING POOL MECHANICAL EQUIPMENT

PART 1 GENERAL

1.01 WORK IN THIS SECTION:

- A. Principal Items:
 - 1. Pool piping, fittings and valves
 - 2. Instrumentation
 - 3. Sand filters
 - 4. Pool recirculating pumps
 - 5. Pool System start-up, testing, training

1.02 QUALITY ASSURANCE:

- A. Pump and Equipment Quality: Pool pumping, filtration and water treatment equipment shall be standard products manufactured for service in public and commercial swimming pool installations and shall have a proven record of satisfactory service.

1.03 SUBMITTALS:

- A. Manufacturer's Data: Submit 8 copies for the following:
 - 1. Pipe
 - 2. Fittings
 - 3. Valves, each type
 - 4. Sand filters
 - 5. Pumps, each type

PART 2 PRODUCTS

2.01 VALVES:

- A. Provide end connections as indicated. Valves shall open when turned counterclockwise.
- B. Identify each valve by a numbered phenolic tag or brass tag with hole connected to the valve stem or handle.

2.02 BALL VALVES SIZES 1/2" THRU 4":

- A. True union socket design suitable for use as a blocking valve, full port with replaceable Teflon ball seals and EPDM stem and body seals, pressure rating of 150 psi at 73 degrees F. Valves shall be manufactured of the same PVC Type 1, Grade 1 molding compound as the fittings to assure compatibility.

2.03 BUTTERFLY VALVES SIZES 2" THRU 10":

- A. All butterfly valves under water shall be PVC (polyvinyl Chloride) Type 1, Grade 1; capable of resisting pool water chemical additives and potable water minerals. Temperature range shall be 140 degrees F and shall be rated for a maximum of 125 psi.

2.04 FILTRATION SYSTEM – ASCARATE PARK, FABENS, CANUTILLO (NO SUBSTITUTIONS)

Eko 3 FILTER SYSTEM SPECIFICATION

The filter system offered under this specification shall be certified by NSF (National Sanitation Foundation) International to ANSI/NSF Standard 50 for both pool and spa applications. The equipment shall consist of filter vessel(s), internal distribution and collection system, air relief systems, and media/water drain port.

A. Filter Area and Flow Rate

The filter system shall consist of high-rate permanent media filter vessels with a total effective filter area not to exceed 15 gallons per minute, per square foot of filter area.

B. Filter Vessel

1. The filter vessel will be minimum 34" inside diameter, will have the appropriate square feet of filter area and shall be designed for a maximum working pressure of 100 psi with a 4-to-1 safety factor for minimum burst. The design shall be capable of withstanding, without leaks or structural failure, a hydrostatic pressure test consisting of 150 psi for minimum of one (1) hour immediately followed by a cycle test of 50,000 cycles of 0 to 30 psi, which is immediately followed by a hydrostatic pressure test of 200 psi for one (1) hour. All test water shall be between 104 to 107 degrees fahrenheit. This is required to ensure long service life, reduce potential liability and guarantee safe operation.
2. Each filter tank(s) shall be manufactured utilizing a patented two-step process, comprised of Closed Cavity Bad Molding (CCBM) of the dished heads and a filament wound body. The heads shall be chemically bonded to the body utilizing a compatible structural adhesive system that creates a lap joint that exceeds the mechanical properties of the FRP laminate. The material used in manufacturing the filter tanks shall be food grade Isophthalic Resin and E Glass that provides a minimum laminate flexural modulus of 1.82 E+06 psi and flexural strength of 36.4 ksi. The body and dished heads shall vary in thickness to provide durability at the points of maximum stress. A high quality professional UV resistant finish shall be achieved through the application of a smooth, gel coated outside surface. Material laminate properties shall be equal or surpass the following:

Property	Criteria	FW	CCBM	Units
Tensile Strength	ASTM D-638	30000	45000	psi
Flexural Strength	ASTM D-790	24000	55000	psi
Compressive Strength		30000	45000	psi
Tensile Modulus		1.88E+06	3.60E+06	psi
Flexural Modulus		1.60E+06	3.10E+06	psi
Interlaminar Shear Strength			45000	psi
Heat Distortion Temp.	ASTM D-638	180° F @ 264	180° F @ 264	psi
Barcol Hardness	ASTM D-2533	45 Mob 934	45 Mob 934	

3. Attachments, if any, to the vessel shall be made with a structural adhesive compatible with the laminate used to fabricate the vessel, and the adhesive itself shall exceed the mechanical properties of the FRP laminate.
4. The vessel shall incorporate two (2), six-inch (6") grooved pipe ports located in the top of the vessel side shell to serve as influent and effluent plumbing connections. One (1), three-inch (3") port shall be located in the lower front portion of the vessel to serve as a winterizing and media dump port connection. One (1), three-inch (3") port shall be located in the upper-most portion of the side shell to serve as a connection for a manual air relief valve
5. A 12" x 16" integrally molded viewing window/access manway shall be fitted at the front end of the vessel to provide operation and periodic media examination, and ease of access for media loading. The manway shall incorporate an FRP/ acrylic cover, bolt and yoke, o-ring seal and shall have a smooth finish to provide a continuous watertight seal.
6. Following fabrication, the entire vessel shall be cured to ensure uniformity of strength.
7. Each filter vessel shall be subjected to an in-shop cycle pressure test of 0 to 100 psi for five (5) cycles and a hydrostatic pressure test of 100 psi for one (1) hour.
8. Vessel shall be supported by two (2) fiberglass reinforced plastic saddles, which shall allow the vessel to withstand load forces specified for seismic zone 4 without damage. Certified engineering drawings are required to confirm this capability. Saddles shall be attached to vessel with a permanent adhesive. A positioning template, and four (4) 3/4" x 7" anchor bolt sets shall be provided with each vessel to ensure proper installation.

C. Distribution and Collection System

Internal components shall be hydraulically balanced to prevent migration and channeling of the filter media during the filter cycle and must uniformly fluidize the filter media in the backwash cycle without breakthrough at any one location.

Internal component design shall accommodate, during "OFF" cycle, that the filter system shall remain full of water.

The influent distribution system shall be fabricated of six-inch (6") Schedule 80 PVC pipe header, injected molded ABS distribution lenses in multiple sets of two over the filter bed, IPS connections, PVC pipe, and fittings. The distribution system design shall accommodate a Reynolds Number not to exceed 2000.

The collection system shall be fabricated of six-inch (6") Schedule 80 PVC pipe header and molded ABS "V" slotted laterals. The laterals shall be designed to retain filter media with minimum head loss and with a flow velocity not exceeding 6 feet per second at designed filter flow rate. The internal collection system will be designed to promote media bed circulation during backwash.

D. Air Relief System

An automatic air bleed system shall be provided. An anti-plug protective shield screen shall be a part of the assembly. A manually operated external air relief shall also be provided for the vessel.

E. Winterizing/Drain and Media Dump Port

At the lowest point of the front of the vessel a three-inch (3") port shall be provided. The port shall allow the evacuation of all water from the vessel for the purpose of winterizing or service. No media shall be allowed to leave the vessel during the draining process. The port shall also facilitate the removal of the filter media from the vessel.

F. Filter Media

Each tank requires 3,150 pounds of filter media. Filter media shall be a carefully selected grade of hard uniformly graded silica material. Media shall be milled angular shaped particles of silica quartz. The filter sand shall have a particle size between 0.45 mm and 0.55 mm and have a uniformity coefficient not to exceed 1.53. Specific gravity shall not be less than 2.5 with a pH of 7.0.

All media (sand) shall be cleaned and free from any clay or limestone deposits. Bottom layer of support media shall be placed by hand to avoid damage to the under drain system and leveled before the addition of the upper layer of filter media.

G. Filter Size

FIBERGLASS FILTER SHALL BE THE PRODUCT OF NEMATO CORPORATION. SYSTEM DESIGN BASED UPON EACH MODEL WITH FULLY AUTOMATIC BACKWASH CAPACITY.

1. Ascarate 50 Meter Pool – Model – Eko-3- 34 – 153-10
2. Ascarate Child's Pool – Model – Eko-3-34-153-1
3. Canutillo Pool – Model –Eko-3-34-153-2
4. Fabens Pool – Model - Eko-3-34-153-2

F. Warranty

A 15-year limited warranty shall be provided covering all components of the filter system specified herein. The first (1st) year of the warranty period shall be unconditional. The second (2nd) year through the fifteenth (15th) year may be limited and prorated.

2.05 POOL RECIRCULATION PUMP: CANUTILLO AND FABENS

A. Responsibility

1. The Swimming Pool Subcontractor shall furnish materials, equipment and labor to furnish, install and test the pumping system complete with the pumps, motors, mounting bases, piping, valves and appurtenances, as indicated on the contract drawings and as herein specified.
2. The Swimming Pool Subcontractor shall insure that the pumps and motors are properly installed with no pipe strain transmitted to the pump casing.
3. Each motor shall have a sufficient horsepower rating to operate the pump at any point on the pump's head-capacity curve without overloading the nameplate horsepower rating of the motor, regardless of service factor. The motor shall have a service factor of at least 1.15. The service factor is reserved for variations in voltage and frequency.

A. Specifications

ENGINEERING SPECIFICATIONS

C Series Pump

- Recirculation pump shall be Pentair® C Series Model No. CHK-100 centrifugal pump, 3 phase, 60 Hz.

Installation

- Install pump in a cool, dry, well-vented location away from pool heaters and chemical storage.
- Pump should be firmly mounted with pipe supported to prevent vibration and undue operational noise.
- Allow 12" minimum clearance behind motor for servicing.
- Motor overheating may be caused by a voltage drop or excessive voltage. Be sure that wire size and voltage input is properly regulated.

Specifications

- The recirculation pump shall be a centrifugal design with a hair and lint strainer as shown in the plans.
- The pump body and attached hair and lint strainer shall be constructed of non-corrosive Bronze materials, and close-coupled to an electric motor by means of an adaptor of the same material. The pump body shall have a single suction port with a 6" ANSI Rated 125 lb. bolt flange to the hair and lint strainer. A centerline discharge port of 4" ANSI Rated 125 lb. bolt flange and a winterizing drain port of 1/4" NPT shall be a part of the design.
- The pump shall be a back pullout design to allow servicing without disturbing piping. The impeller shall be of the closed type and Bronze materials, non-overloading at any point on the performance curve. The mechanical shaft seal shall be constructed of ceramic and carbon seal faces, with stainless steel, brass and Buna N materials in the spring bellows portion. The impeller shall be secured to the motor shaft by means of a stainless steel key and locking screw into the end of the motor shaft. The pump shall be capable of operating at up to 50 psi, 104° F continuous water temperature.

- The electric motor coupled to the pump shall be of the NEMA Rated series JM construction with stainless steel shaft inside a removable shaft sleeve of 300 series stainless steel. The motor shall be of an open, drip-proof design (unless otherwise specified) with double shielded, single row, deep groove ball bearings. Motors shall be continuous duty rated at 40° C [or better] ambient and be suitable for outdoor installation.
- The pump motor shall be a 1/2 HP, 3 phase, 60 Hz, 3450 RPM for service on a 208 volt electric supply. The pump shall be rated for 485 GPM at 74 TDH. The pump shall be tested and certified by a nationally recognized testing laboratory to conform to National Sanitation Foundation Standard 50.

Hair and Lint Strainer

- The pump strainer shall consist of a Bronze body, Bronze cover with O-ring seal, threaded locking bolts and a strainer basket of stainless steel.
- The strainer body shall be 6" ANSI Rated 125 lb. bolt flanged suction ports.
- The strainer body shall have a removable drain plug for winterizing.
- The strainer basket shall be securely positioned below the suction inlet of the strainer, with access for inspection and cleaning through a removable strainer lid. The strainer lid shall be secured by means of two T handle nut assemblies. The strainer basket shall have a perforation, which in total open area is 5 times the area of the suction port.

2.06 MAIN OUTLET AND FRAME

- A. Main outlet drain covers and frames to comply with ASME/ANSI-112.19 and VGB-08 requirements for anit-entrapment. Drain covers to be sized to accommodate the pool operating flow and foot per second velocity requirements per the El Paso County pool regulations.

PART 3 - EXECUTION

3.01 PIPE SLEEVES:

- A. Provide Schedule 40 galvanized steel pipe sleeves or Schedule 80 PVC for pipe penetrations through concrete and masonry walls, floors, and roofs and 20 gauge galvanized sheet steel sleeves for penetrations in framed walls and partitions;

secure sleeve in position during construction. Sleeves shall pass through the entire width of the walls, partitions and slabs and be flush with the finished surfaces except sleeves through floors shall project 1 1/2" above the finished floor. Provide sleeves 1/2" larger in diameter than the pipe or pipe insulation as applicable. Firmly pack the space between pipe or insulation and sleeve with oakum and caulk both ends of sleeve with plastic cement. Furnish sleeves set in waterproof construction with flanges and clamping rings.

3.02 WATERSTOPS:

- A. All piping passing through the concrete walls or floor of water holding tanks and pits shall have a PVC flange type waterstop of full pipe size solvent welded on the pipe. Center the waterstop within the wall to form a labyrinth waterseal after concrete pouring.

3.03 POSTED OPERATING INSTRUCTIONS:

- A. Wall mount a laminated chart at least 24" high by 36" wide using stainless steel fasteners and finishing washers. Chart shall show detailed isometric of piping, pumping, water heating, chemical treatment systems, controls and other items forming a part of the swimming pool system, each valve and control identified as to the type and function.

3.04 START-UP REQUIREMENTS:

- A. System Start-Up and Operational Test: Start up the entire system and operate all components for not less than three (3) consecutive days. During this time, periodically clean strainers until no further accumulation of foreign material occurs and add chemicals (all required chemicals furnished by Owner) as required for acceptable water quality. Adjust all automatic controls for proper operation and sequence. Immediately repair and correct all deficiencies during the operational test. After successful conclusion of operational testing, clean strainers, backwash filter media and leave the entire pool system ready for use.
- B. Pool Operator Training: The Swimming Pool Subcontractor shall furnish the services of a qualified instructor experienced in all facets of pool mechanical system operation, water chemistry and water care to train the Owner's personnel in the operation and maintenance of the Work under this Section. This does not relieve individual supplier's and manufacturers' representatives from responsibility for instruction on individual systems as specified hereinbefore. This training session shall be scheduled during the three (3) days of continuous operation of pool filtration, at the pool system location. Inform Owner in writing of the proposed training period approximately one (1) week prior to date and therein request the names of all Owner's personnel to receive training.

3.05 OWNER'S ACCEPTANCE:

- A. The Swimming Pool Subcontractor shall turn over responsibility for maintenance and operation of the pool system to the Owner who shall certify such acceptance in writing in accordance with the S.O.W.

3.06 AS-BUILT DRAWINGS:

- A. Submit in accordance with the S.O.W. after date of acceptance a complete set of sepia reproducible tracings marked to show the As-Built Mechanical, Plumbing, and Piping Conditions in accordance with Division 1, "GENERAL REQUIREMENTS".

END OF SECTION 013250

013260 SWIMMING POOL PIPING SYSTEM

PART 1 GENERAL

1.01 ALL POOL PIPING SHALL BE SCHEDULE 80 POLYVINYL CHLORIDE (PVC):

- A. Piping shall be proven tight at all sections and joints prior to covering.
- B. Piping Hanger and Supports: All lines to and from all chemical treatment systems shall be sleeved in schedule 80 PVC piping of an appropriate size and supported with non-metallic struts and clamps at 5' spacing or hangers as required for rigidity. All rods, hangers, and miscellaneous hardware for pipe supports, bracing and otherwise securing shall be nickel plated or galvanized.

PART 2 PRODUCTS

2.01 PRESSURE FITTINGS:

- A. Furnish injection molded PVC ASTM D 1784 for use with Schedule 80 pressure rated piping for couplings, tees, reducing tees, elbows, reducer couplings, caps, tapping couplings and side outlet couplings.
- B. Tee and elbow lines shall not coincide with the maximum stress area (crotch).
- C. All fittings shall bear the company's name or trademark, material designation, size, applicable IPS schedule or class rating and the N.S.F. seal of approval.

PART 3 EXECUTION

3.01 PIPING AND FITTINGS:

- A. Workmanship: Workmanship shall be in accordance with good commercial practice. Fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects in color, opacity, density and other physical properties.
- B. Installation: All pipe and fittings shall be installed according to the best recommendations of the manufacturer.
- C. All lengths of PVC piping shall be supported not less than six feet on center.
- D. Pitch of Pipes: Horizontal drainage lines shall be supported to a uniform slope and all piping shall be so installed as to avoid unnecessary turns in order that friction loss may be kept at a minimum. Suction piping shall be installed in order to prevent air traps.
- E. Provide color coded painting of all pool piping in the pool mechanical room per Owner's standards including painting, directional arrows and piping identification.

3.02 PRIMER CEMENT JOINTING:

- A. Strict compliance with the fitting manufacturer's recommendations for solvents and cements for Schedule 80 PVC for swimming pool applications shall be followed.
- B. Assembly procedures shall comply with the fitting manufacturer's recommendations.
- C. Uniform application of primer and cement shall be accomplished so that visual inspection of the joint shall reveal no air pockets.

3.03 SCOPE OF WORK:

- A. Pool Contractor shall be responsible for re-piping and re-positioning miscellaneous pool piping (pool mechanical equipment rooms at Fabens and Canutillo) as directed at the MANDATORY PRE-BID MEETING.

END OF SECTION 013260 –

013275 SWIMMING POOL EQUIPMENT AND ACCESSORIES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work in this Section: Principal items include:

1. Concrete Embedded Anchors
2. Automatic Surface Skimmers
3. Grab Rails

1.02 SUBMITTALS

A. Manufacturers' Data: Include operation and maintenance instructions as applicable:

1. Grab Rails and Handrails with Anchors
2. Diving Boards (Canutillo)

1.04 DELIVERY AND STORAGE

A. Deliver materials undamaged to the project site in each manufacturer's unopened containers. Inspect for damage and remove damaged items from site. Store undamaged material above ground under protective cover.

PART 2 PRODUCTS

2.01 GRAB RAILS AND HANDRAILS (Canutillo)

- A. Stainless Steel type 304 tubing, 1.90" O.D. by 1.09 wall thickness, ornamental grade, with dimensions indicated and welded joints, finished to 320 grit with bends smooth and wrinkle free, KDI Paragon Company; Model 30212
- B. Wedge Anchor: Bronze with slip fit cap by K.D.I. Paragon Company; Model #28102.
- C. Escutcheon Plate: Stainless Steel by K.D.I. Paragon Company; Model #28301-SS.

END OF SECTION 013275

03300 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.00 RELATED DOCUMENTS

- A. General Provisions of the Contract, including General Conditions, and Supplementary Conditions apply to the work specified in this section.

1.01 WORK INCLUDED

- A. This section covers all cast-in-place concrete for the Canutillo project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03100: Formwork for Concrete.
- B. Section 03200: Concrete Reinforcement.

1.03 QUALITY ASSURANCE

- A. Conform to ACI 318. Ready mixed concrete shall conform to ASTM C94:
 - 1. Comply with local building code requirements if they are more stringent than the above.
 - 2. Workmanship:
 - a. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances, finishes and color. Correct deficient concrete as directed by the Owner..
 - 3. Concrete Testing Service:
 - a. The Contractor will employ a testing laboratory acceptable to the Owner to perform material evaluation tests and to design concrete mixes, prepare compression test specimens and test compression specimens. The testing laboratory shall report directly to the Owner.
 - b. Expenses for Laboratory services will be paid by the Owner.

1.04 SUBMITTALS

- A. Manufacturer's Data, Concrete Work:
 - 1. Submit copies of Submit copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching

compounds, waterstops, joint systems, chemical floor hardeners, dryshake finish materials and other as requested by the Owner.

B. Laboratory, Test Reports, Concrete Work:

1. Submit 2 copies of laboratory test reports for concrete materials and mix design tests as specified.

PART 2 PRODUCTS

2.01 MATERIALS

A. Portland Cement:

1. ASTM C 150, Type V, unless otherwise acceptable to the Owner.
2. Use only one brand of cement throughout the project, unless otherwise acceptable to the Owner.

B. Aggregates - ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete. Sandstone or chert aggregates shall not be accepted:

1. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances.
2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam or foreign matter, as follows:
 - a. Crushed stone, processed from natural rock or stone.
 - b. Gravel, either natural or crushed. Use of pit or bankrun gravel is not permitted.
 - c. Maximum Aggregate Size: Not larger than one-fifth of the narrowest dimension between sides of forms, one-third of the depth of slabs, nor three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars.

2.02 CONCRETE MIXING

C. Ready-Mix Concrete:

1. Comply with the requirements of ASTM C 94, and as herein specified.
2. Additions of water at the job site shall be permitted only to the extent of compensating for a one inch loss in slump. The design water cement ratio shall not be exceeded by addition of water, nor shall the maximum slump specified be exceeded. If water is added to compensate for loss of slump, an additional 30 revolutions of the mixer is required to incorporate the added

- water into the mix. Reported slumps shall be measured from the concrete actually placed in the forms.
3. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
 4. When the air temperature is between 85 degrees F. and 90 degrees F., reduce the mixing and delivery time from 1-1/2 hours to 75 minutes, and when the air temperature is above 90 degrees F, reduce the mixing and delivery time to 60 minutes.

PART 3 EXECUTION

3.01 MONOLITHIC SLAB FINISHES

A. Trowel Finish:

1. Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, paint or other thin film finish coating system.
2. After floating begin first trowel finish operation using a power driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

B. Nonslip Broom Finish:

1. Apply nonslip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.
2. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route.

2.02 SURFACE SKIMMERS

- A. By Sta-Rite Co.; Model U-3, 2" Pipe-Solvent Weld Connection.

PART 3 EXECUTION

3.01 INSTALLATION

- A. As shown on Drawings, specified and in accordance with the approved submittals. Anchor units securely with corrosion-resistant fasteners of size and type indicated and specified.

3.02 BONDING

- A. All concrete embedded metallic fixtures in the pool shell and in the deck within 5' of the pool wall shall be grounded. Bond with #8 copper conductor and copper pressure connectors. Items include, but are not limited to, anchors, grates, sockets, and light niches. All above work to be by Electrical Subcontractor and per N.E.C. Article 680 Revised.

END OF SECTION 03300

INSTRUCTIONS TO BIDDERS

1. BID FORMS

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

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to **Friday, February 5, 2016** will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be posted on the County's website. It shall be the Bidder's responsibility to check the County website to verify if any Addenda have been issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

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

4. ALTERNATIVE BIDS

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

5. BIDS

- a. All Bids must be submitted on forms supplied by the County of El Paso and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations; excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guarantee, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", bid number, project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

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

6. BID GUARANTEE

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

8. CONTRACT PRICE QUOTES

A lump sum quote must be submitted. However, for changing quantities of work items from those indicated by the contract drawings, a breakdown of the lump sum quote into unit prices shall also be provided. These unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Any changes shall be processed in accordance with the GENERAL CONDITIONS. The net monetary values of such additive and subtractive changes, if any, shall not increase 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 contractor's bid response must be explained or noted over the signature of the Bidder.

10. **TIME FOR RECEIVING BIDS**

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

11. **OPENING OF BIDS**

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

12. **WITHDRAWAL OF BIDS**

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

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

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

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

- a. Subsequent to the award within thirty (30) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the County an Agreement in substantially the form included in the Contract Documents in such number of copies as the County may require. If the Bidder objects to any provision in the form contract, it should be noted in the bid and suggested alternate language proposed.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) days of notice of award, furnish two (2) surety bonds, each in a penal sum of 100% of the amount of the Contract. A ***Performance Bond*** shall serve as security for the faithful performance of the Contract. A ***Payment Bond*** shall serve as surety for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor,

materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a surety company listed in the latest issue of the U.S. Treasury Circular 570 and such surety must be authorized to do business in Texas in accordance with the provisions of Government Code Section 2253.001 et seq. The penal sums shall be within the maximum specified for such company in said Circular 570.

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the County may grant, based upon reasons determined sufficient by the County, shall constitute a default, and the County may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the County for a refund.

15. EQUAL EMPLOYMENT OPPORTUNITY

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

CONTRACT AGREEMENT

WITNESSETH, that the Contractor and The County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, namely, as described in the BASE BID, and required supplemental work for the Pool Renovation Project at Ascarate, Fabens and Canutillo Pools, all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated _____, and _____ dated _____, all as prepared by _____ acting and in these Contract Documents Preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the Contract price stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Fixed Price Construction Contract.

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

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Technical Specifications
- h. Drawings (as listed in the Schedule of Drawings)
- i. Prevailing wage rates
- j. Fixed Price Construction Contract (see sample contract included in this bid)

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

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

_____ By
_____ Title

_____ By
_____ Title

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date _____

Project No. 16-003

Bid of _____ (hereinafter called Bidder), a corporation organized under the laws of the State of _____/a partnership/an individual doing business as _____(strike out inapplicable references) and authorized to do business in Texas.

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Pool Renovation Project at Ascarate, Fabens and Canutillo Pools that consists of the following:

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

For all labor, and materials, equipment, supplies and tools to renovate three County pools: Ascarate Children's pool, Fabens pool, and Canutillo pool.

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 **120** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$1,000** for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date

Addendum Number

UNIT PRICES

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

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

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

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

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

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

Respectfully submitted:

By _____

_____ TITLE

_____ ADDRESS

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20____, for Pool Renovation Project at Ascarate, Fabens and Canutillo Pools.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of, 20____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

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

Attest: _____

By: _____

Attest: _____

By: _____

Countersigned By: _____

Attorney-in-Fact, State of _____

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

If Bidder is a Corporate, required: CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____(Corporate Seal)

_____Title

PAYMENT BOND

_____, as surety ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and bind

themselves in favor of _____,
(Insert Proper Name of Owner)

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

as of the _____
(Insert Date of Construction Contract)

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

(Insert Description and Location of the Construction Project)

("Project"); and,

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

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

1.

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

2.

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

(A) a direct contract with the Contractor; or

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

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

3.

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

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

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

4.

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

5.

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

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

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

6.

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

7.

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

SURETY:

CONTRACTOR:

OWNER:

CONTRACTOR:

SURETY:

SEAL
(INSERT PROPER NAME OF CONTRACTOR)

SEAL
(INSERT PROPER NAME OF SURETY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

(OFFICE OR TITLE OF PERSON SIGNING)

PERFORMANCE BOND

_____ as ("Surety"),
(Insert Proper Name of Surety)

and _____
(Insert Proper Name of Contractor)

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

_____,
(Insert Proper Name of Owner)

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

as of the _____
(Insert Date of Construction Contract)

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

(Insert Description and Location of the Construction Project)

and,

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

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

1.

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

2.

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

3.

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

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

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

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

4.

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

5.

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

6.

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

7.

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

8.

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

SURETY:

CONTRACTOR:

OWNER:

9.

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

CONTRACTOR:

SEAL
(INSERT PROPER NAME OF CONTRACTOR)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

SURETY:

SEAL
(INSERT PROPER NAME OF SURETY)

By: _____
(SIGNATURE OF AUTHORIZED SIGNATORY)

(OFFICE OR TITLE OF PERSON SIGNING)

NON-COLLUSION AFFIDAVIT OF CONTRACTOR
--

State of Texas

County of El Paso

_____, being first duly sworn, deposes and says that:

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

(Signature)

(Title)

Subscribed and sworn to before me this ___ day of _____, 20____.

By: _____
(Notary Public)

My Commission Expires _____, 20_____

State of Texas
$$\begin{pmatrix} (\\ (\end{pmatrix}$$
County of El Paso

_____, being first duly sworn, deposes and says that:

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

(Signature)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20____.

By: _____
(Notary Public)

My Commission Expires _____, 20__

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

**FIXED PRICE CONSTRUCTION CONTRACT BETWEEN
OWNER AND CONTRACTOR**

This FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is made and entered into by and between **El Paso County, Texas**, a political subdivision of the State of Texas (the "Owner") and _____. (the "Contractor"). This Contract is executed under seal, and shall be effective on _____.

This Contract is for the construction of a project as described by **El Paso County Bid No.** _____ to perform _____ (the "Project").

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

1.

DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the plans, drawings, and specifications for the Project identified thereon as such, plus the following: **El Paso County Bid No. 16-003**, all responses from the Contractor and addenda, 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.

1A.

[unique considerations]

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", "includes", 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 Project Manager 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 Project Manager 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 Project Manager 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 construction, 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 plans 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 in accordance with Bid No. as documents submitted by Contractor in support of its successful bid;
- (B) The furnishing of a performance and payment bond in the full amount of the contract and insurance;
- (C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS CONTRACT;**
- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor.

6.

TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract on the date authorized by Owner/Owner's Representative in a written Notice to Proceed and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before _____ **calendar days.**
- (B) The Contractor shall pay the Owner the sum of _____ Dollars (**\$____.00**) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment,

the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

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

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

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 and ___ Cents (\$_____ .00)**. The price set forth in this Subparagraph 7(A) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract;

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

(C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 7. On or before the **FIFTEENTH (15th)** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last day of the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Project Manager, the Owner, or both. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment

Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Project Manager shall approve in writing the amount which, in the opinion of the Project Manager, is properly owing to the Contractor. **The Owner shall make payment to the Contractor within THIRTY (30) days following the Project Manager's written approval of each Payment Request.** The amount of each such payment shall be the amount approved for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Manager's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 7(F) herein below. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

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

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

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

(1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

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

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 7(F), the Contractor shall promptly comply with such demand;

(G) If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date due shall bear interest at the applicable rate under the Texas Prompt Pay Act, Government Code Chapter 2251;

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

(I) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Project Manager thereof in writing.

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

(J) If the Contractor fails to achieve **final completion** within **FIFTEEN (15)** days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of _____ **Dollars (\$____.00)** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

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

- (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- (2) If required by the Owner, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner or the Owner's property;
- (3) If applicable, consent(s) of surety to final payment;
- (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

(L) The Owner shall, subject to its rights set forth in Subparagraph 7(F) above, make final payment of all sums due the Contractor within ten (10) days of the Project Manager's execution of a final Approval for Payment.

8.

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

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

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

9.

CEASE AND DESIST ORDER

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

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 Project Manager and Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;

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

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

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

(E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work. **CONTRACTOR SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY CONTRACTOR OR ITS SUBCONTRACTOR(S) IN FURTHERANCE OF THIS CONTRACT;**

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

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

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

(H) The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Project Manager at all regular

business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;

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

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

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

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, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE OWNER.

12.

THE PROJECT MANAGER

The Project Manager for this Project is _____ (the "Project Manager"). In the event the Owner should find it necessary or convenient to replace the Project Manager, the Owner shall retain a replacement Project Manager and the role of the replacement Project Manager shall be the same as the role of the Project Manager. Unless otherwise

directed by the Owner in writing, the Project Manager will perform those duties and discharge those responsibilities allocated to the Project Manager in this Contract. The duties, obligations and responsibilities of the Project Manager shall include, but are not limited to, the following:

- (A) Unless otherwise directed by the Owner in writing, the Project Manager 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 Project Manager;
- (C) When requested by the Contractor in writing, the Project Manager shall render interpretations necessary for the proper execution or progress of the work;
- (D) The Project Manager shall draft proposed Change Orders;
- (E) The Project Manager shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor;
- (F) The Project Manager shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Project Manager deems it appropriate, the Project Manager shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;
- (G) The Project Manager shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Project Manager, are properly owing to the Contractor as provided in this Contract;
- (H) The Project Manager shall, upon written request from the Contractor, perform those inspections required in Paragraph 7 hereinabove;
- (I) The Project Manager 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 PROJECT MANAGER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE PROJECT MANAGER. 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 PROJECT MANAGER TO THE OWNER.

CLAIMS BY THE CONTRACTOR

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

(A) All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Manager. Such claim shall be received by the Owner and the Project Manager no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;

(B) The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;

(C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and the Project Manager written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subparagraph 13(C) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition;

(D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;

(E) In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction;

(F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Project Manager. A task is critical

within the meaning of this Subparagraph 13(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above. If the Contractor fails to make such claim as required in this Subparagraph 13(F), any claim for an extension of time shall be waived.

14.

SUBCONTRACTORS

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

15.

CHANGE ORDERS

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

(A) Change Order shall mean a written order to the Contractor executed by the Owner and the Project Manager after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

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

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

(2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct

jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Project Manager requires.

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

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

16.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

(A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Manager, such work shall be uncovered and displayed for the Owner's or Project Manager's inspection upon request, and shall be reworked at no cost in time or money to the Owner;

(B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 16(A) above, it shall, if directed by the Owner or the Project Manager be uncovered and displayed for the Owner's or Project Manager's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

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

(D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of **TWO (2) years** following final completion upon written direction from the Owner.

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

17.

TERMINATION BY THE CONTRACTOR

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

18.

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

(A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to THIRTY (30) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

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

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

19.

TERMINATION BY THE OWNER

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

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

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

(2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 19(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

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

20.

INSURANCE

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

21.

SURETY BONDS

The Contractor shall furnish **separate performance and payment bonds to the Owner within FIVE (5) calendar days of execution of contract.** If the 5th calendar day is a Saturday, Sunday, or County holiday, Contractor may furnish the bonds to Owner on the next County business day. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

22.

PROJECT RECORDS

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

23.

APPLICABLE LAW

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

24.

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.

25.

PREVAILING WAGE RATES AND APPRENTICESHIP PROGRAM

(A) The Contractor is aware that and hereby agrees that not less than the prevailing wage rates included in the bid specifications, which were adopted by the El Paso County Commissioners Court on **November 19, 2012** for Highway/Heavy Construction and for Building Construction Trades, shall be paid to all workers on the Project. A copy of the prevailing wage rates is attached hereto 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 Contractor or a subcontractor has violated Chapter 2258 of the Texas 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) At the time the Contractor submits its applications for progress payments to the Project Manager, 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 June 23, 2008, 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. **No helpers shall be permitted;**
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.**

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF THE PARTIES EXECUTE THIS CONTRACT:

OWNER

CONTRACTOR

APPROVED AS TO FORM AND CONTENT:

THE COUNTY OF EL PASO

By _____
Veronica Escobar
El Paso County Judge

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

Date _____

Date _____

By _____
Ernesto Carrizal III,
Director of Public Works
El Paso County, Texas

Date _____

APPROVED AS TO FORM ONLY:

Assistant County Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

SHALL BE MAINTAINED FOR A PERIOD OF AT LEAST THREE (3) YEARS AFTER SUBSTANTIAL COMPLETION OCCURS.

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

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

(d) Owner's Protective Liability Policy: Provide the Owner with an Owner's Protective Liability Policy naming the 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 FORM CONDITIONS CREATED BY THE PERFORMANCE OR NO-PERFORMANCE OF SAID WORK OR SERVICES.

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

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

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

Whereas, the County of El Paso supports the adoption of an apprenticeship program for all county building construction projects in the amount of \$50,000 and higher and desires the inclusion of language mandating participation in apprenticeship programs certified by the U.S. Department of Labor (DOL) in all County building construction contracts; and

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

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

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

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

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

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

ANTHONY COBOS
EL PASO COUNTY JUDGE

County of El Paso, Texas

Building Construction Trades Wage Rates 2012



CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	25.84	16.47	42.31	338.48
Brick Masons and Block Masons	16.92	0.00	16.92	135.36
Carpenters – Acoustical Ceiling	12.50	0.00	12.50	117.68
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	14.85	0.00	14.85	118.80
Caulker / Sealers	10	0.00	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.5	0.00	12.50	100.00
Drywall Finishers & Tapers	14	0.00	14.00	112.00
Electrician	20.53	7.19	27.72	221.76
Electronic Technician	18.43	1.01	19.44	155.52
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors	9.5	0.00	9.50	76.00
Floor Layers–Carpet & Resilient	12.87	0.00	12.87	102.96
Floor Layers – Specialty	13	0.00	13.00	104.00
Floor Layers – Wood	11.50	0.00	11.50	92.00
Fork Lift Operator	18	5.83	23.83	190.64
Glaziers	10	0.00	10.00	80.00
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning, and Refrigeration Service Technician	22	0.00	22.00	176.00
Insulation Workers – Mechanical	14	0.00	14.00	112.00
Irrigator -- Landscape, Certified	14.92	0.00	14.92	119.36
Laborer, Common	9.88	0.00	9.88	79.04
Laborer, Skilled	13	0.00	13.00	104.00
Manlift Operator Include with trade	12.13	0.00	12.13	97.04
Masons, Cement and Concrete Finishers	13.25	0.00	13.25	106.00
Mason, Rock	17.97	0.00	17.97	143.76
Mason, Stone	11.91	0.00	11.91	95.28
Painters	10	0.00	10.00	80.00
Paper Hanger	10	0.50	10.50	84.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	11.43	3.74	15.17	121.36
Plaster and Stucco Applicator	13.00	0.50	13.50	108.00
Plumbers	17.5	0.00	17.50	140.00
Reinforcing Iron and Rebar workers	18.38	4.64	23.02	184.16
Roofers	16	0.00	16.00	128.00
Sheet Metal Workers	23.92	0.00	23.92	191.36
Structural Iron and Steel Workers	17.2	0.00	17.20	137.60
Tile and Marble Setters	12.50	0.00	12.50	100.00
Truck Drivers, Heavy & Tractor-Trailer	14.69	0.00	14.69	117.52
Truck Drivers, Light (under 26,000 GVW)	15	0.00	15.00	120.00

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 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	0	12.75	102
Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
Electrician	23.09	0	23.09	184.72
Excavator Operator	16.1	0	16.1	128.8
Form Builder/Setter	13	0	13	104
Form Setter (Paving and Curb)	10.75	0	10.75	86
Front End Loader	11.75	0	11.75	94
Labor (Common)	9.25	0	9.25	74
Labor (Skilled)	10	0	10	80
Mechanic	17.5	0	17.5	140
Motor Grade Operator	17	0	17	136
Pipe Layer	11.5	0	11.5	92
Reinforcing Steel Setter (Paving)	14	0	14	112
Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
Utility Operator Grade 1	11.5	0	11.5	92
Utility Operator Grade 2	11	0	11	88
Welder, Certified/Structural Steel Welder	12.08	0	12.08	96.64
Welder	13.08	0	13.08	104.64

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

• **Building Construction Trades Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Automatic Fire Sprinkler Fitter, Certified	25.84	16.47	42.31	338.48
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Carpenters – Acoustical Ceiling	12.50	0.00	12.50	117.68
Carpenter – Rough	14.71	-	14.71	117.68
Carpenter – All Other Work, Millwright	14.85	0.00	14.85	118.80
Caulker / Sealers	10	0.00	10.00	80.00
Door & Hardware and Locksmith	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile and Lather	12.5	0.00	12.50	100.00
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Electronic Technician	18.43	1.01	19.44	155.52
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Fencer Erectors	9.5	0.00	9.50	76.00
Floor Layers–Carpet & Resilient	12.87	0.00	12.87	102.96
Floor Layers – Specialty	13	0.00	13.00	104.00
Floor Layers – Wood	11.50	0.00	11.50	92.00
Fork Lift Operator	18	5.83	23.83	190.64
Glaziers	10	0.00	10.00	80.00
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning, and Refrigeration Service Technician	22	0.00	22.00	176.00
Insulation Workers – Mechanical	14	0.00	14.00	112.00
Irrigator -- Landscape, Certified	14.92	0.00	14.92	119.36
Laborer, Common	9.88	0.00	9.88	79.04
Laborer, Skilled	13	0.00	13.00	104.00
Manlift Operator Include with trade	12.13	0.00	12.13	97.04

Masons, Cement and Concrete Finishers	13.25	0.00	13.25	106.00
Mason, Rock	17.97	0.00	17.97	143.76
Mason, Stone	11.91	0.00	11.91	95.28
Painters	10	0.00	10.00	80.00
Paper Hanger	10	0.50	10.50	84.00
Pipelayers	15.00	0.00	15.00	120.00
Pipe Fitters and Steamfitters	11.43	3.74	15.17	121.36
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Plumbers	17.5	0.00	17.50	140.00
Reinforcing Iron and Rebar workers	18.38	4.64	23.02	184.16
Roofers	16	0.00	16.00	128.00
Sheet Metal Workers	23.92	0.00	23.92	191.36
Structural Iron and Steel Workers	17.2	0.00	17.20	137.60
Tile and Marble Setters	12.50	0.00	12.50	100.00
Truck Drivers, Heavy & Tractor- Trailer	14.69	0.00	14.69	117.52
Truck Drivers, Light (under 26,000 GVW)	15	0.00	15.00	120.00

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

• **Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates 2012**

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	0	12.75	102
Asphalt Paving Machine Operator	12.5	0	12.5	100
Asphalt Raker	10.5	0	10.5	84
Backhoe Operator	14	0	14	112
Concrete Finisher (Paving and Structures)	12	0	12	96
Crane Operator, Lattice Boom	17.5	0	17.5	140
Crane Operator, Hydraulic	17	0	17	136
Electrician	23.09	0	23.09	184.72
Excavator Operator	16.1	0	16.1	128.8
Form Builder/Setter	13	0	13	104
Form Setter (Paving and Curb)	10.75	0	10.75	86
Front End Loader	11.75	0	11.75	94
Labor (Common)	9.25	0	9.25	74
Labor (Skilled)	10	0	10	80
Mechanic	17.5	0	17.5	140
Motor Grade Operator	17	0	17	136
Pipe Layer	11.5	0	11.5	92
Reinforcing Steel Setter (Paving)	14	0	14	112
Rock Mason	12	0	12	96
Servicer	12	0	12	96
Traveling Mixer Operator	10	0	10	80
Truck Driver, Single Axle	11	0	11	88
Truck Driver, Tandem Axle	12.74	0	12.74	101.92
Tunneling Machine Operator	13.61	0	13.61	108.88
Utility Operator Grade 1	11.5	0	11.5	92
Utility Operator Grade 2	11	0	11	88
Welder, Certified/Structural Steel Welder	12.08	0	12.08	96.64
Welder	13.08	0	13.08	104.64

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

General Provisions County of El Paso, Texas

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

1. BID PACKAGE

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

2. COMPETITIVENESS AND INTEGRITY

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

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

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

3. BIDDER'S RESPONSIBILITY

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

- Have been in business of providing services for a minimum of 1 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS

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

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

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

6. SUBSTITUTES

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

7. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to

the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

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

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

8. PRICING

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

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

In case of default by the contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

9. TAX EXEMPTION

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

10. MODIFICATION OF BIDS

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

11. SIGNATURE OF BIDS

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s)

and bid response sheet will disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioner's Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

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

Pursuant to the Texas Local Government Code

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

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

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

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

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

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

13. PUBLIC INFORMATION ACT

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

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and

special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work.

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

15. ESTIMATED QUANTITIES

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

16. CONTRACTOR INVESTIGATION

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

17. NO COMMITMENT BY COUNTY

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

18. BEST AND FINAL OFFERS

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

19. SINGLE BID RESPONSE

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

20. REJECTION/DISQUALIFICATION OF BIDS

El Paso County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid

package at any time prior to actual execution of the Contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

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

21. CHANGES IN SPECIFICATIONS

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

22. BID IDEAS AND CONCEPTS

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

23. BID/BID DISCLOSURES

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

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

24. WITHDRAWAL OF BID

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

25. INDEMNIFICATION

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

the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against El Paso County resulting from contractor's operations under this contract.

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

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

26. PROOF OF INSURANCE

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

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

GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS COMPENSATION:

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

Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:
Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

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

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

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

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

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

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

27. MANDATORY DISCLOSURES:

Texas law requires the following disclosures by vendors:

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

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form), in which the vendor must disclose any covered affiliation or business relationship with County personnel that might cause a conflict of interest with a local government entity. A list of County elected officials and employees that will award the bid and/or make recommendations for award are included in this bid. By law, a completed questionnaire must be filed with the County of El Paso County, Texas. If no conflict of interest exists,

write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this bid. Blank CIQ Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>

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

In 2015, the Texas Legislature added Section 2252.908 to Chapter 2252 of the Texas Government Code. Pursuant to Section 2252.908, for contracts entered into January 1, 2016 and after, the awarded vendor must submit to the County a completed "Certificate of Interested Parties" form, which will be included in the Commissioners Court agenda at the time the contract is approved and sent to the Texas Ethics Commission within 30 days thereafter. For Bidder's information and convenience, a blank Certificate of Interested Parties Form is enclosed with this bid. Blank Certificate of Interested Parties Forms may also be obtained by visiting the Purchasing Department website at: <http://epcounty.com/purchasing/bids/default.htm>.

28. NON-COLLUSION AFFIDAVIT

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

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Bid.

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

29. SOVEREIGN IMMUNITY

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

30. MERGERS, ACQUISITIONS

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

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

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

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

31. DELAYS

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

32. ACCURACY OF DATA

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

33. SUBCONTRACTING/ASSIGNMENT

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

34. INDEPENDENT CONTRACTOR

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

35. MONITORING PERFORMANCE

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

The County of El Paso is an equal opportunity employer.

36. PROCUREMENT ETHICS

CODE OF ETHICS TRAINING AFFIDAVIT FORM

El Paso County Code of Ethics Training Requirement for Vendors:

Any vendor involved in a single procurement exceeding \$50,000 must read and sign the El Paso County Code of Ethics Training Affidavit that is included in each bid packet. By reading and signing the Affidavit form, the bidder has confirmed that they have been trained in the El Paso County Code of Ethics. The training must be completed by an officer, principal, or other person with the authority to bind the company.

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

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

3. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice

including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

1

*All three (3) pages of this document must be included in all responses.

*

HEALTH INSURANCE BENEFITS QUESTIONNAIRE

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

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

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

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

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized
Representative

* This page must be included in all responses.



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

RE: Bid #16-003, Pool Renovation Project at Ascarate, Fabens and Canutillo Pools

Dear Vendor:

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

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

County Officers: County Judge Veronica Escobar
Commissioner Carlos Leon
Commissioner David Stout
Commissioner Vicente M. Perez
Commissioner Andrew Haggerty

County Employees: Kennie Downing, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Lucy Balderama, Inventory Bid Technician
Blanca Carbajal, Inventory Bid Technician
Edward Dion, County Auditor
Wallace Hardgrove, Budget & Financial Manager
Josie Brostrom, Assistant County Attorney
Michael Martinez, Administration
Lorena Rodriguez, Analyst
Pat D. Adauto, Public Works Director
Norma Rivera Palacios, Assistance Public Works Director
Manny Lucero, Construction Project Manager
Ben Valles, Ascarate Ground Superintendent

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one percent or more?

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

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

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

COUNTY OF EL PASO, TEXAS

Solicitation Check List

Bid #16-003

Pool Renovation Project at Ascarate, Fabens and Canutillo Pools

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Friday, February 19, 2016. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bid?

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

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

_____ Did you sign and complete the required "Conflict of Interest Questionnaire"?

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

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

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