



James E. Darling, Mayor

Aida Ramirez,	Mayor Pro-Tem, Commissioner – District 4
Richard Cortez,	Commissioner – District 1
Joaquin J. Zamora,	Commissioner – District 2
Julian Omar Quintanilla,	Commissioner – District 3
John Ingram,	Commissioner – District 5
Veronica Whitacre,	Commissioner – District 6

Roel “Roy” Rodriguez, P.E., City Manager

Yvette Barrera, P.E., CFM, City Engineer

Gerardo Noriega, CTPM, Director of Purchasing & Contracting

**Specifications, Proposal Form, Forms of Contract, Bonds,
Technical Specifications,
and Drawings**

**MCALLEN CITY HALL
LACTATION ROOM CONSTRUCTION**

**PROJECT NO. 10-18-IPQ01-351
McAllen, Texas**

DATED: September 2018

INDEX

A.	Bid Notice	A-1
B.	Information to Bidders	B-1 - B-9
C.	Bid Proposal Form	C-1 – C-6
	Supplement No. 1 to Bid Proposal Form – Non-Resident Bidder	
	Supplement No. 2 to Bid Proposal Form – Bond Information	
	Supplement No. 3 to Bid Proposal Form – Non-Collusion Affidavit	
D.	Special Provisions	D
E.	Foreword	E-1
F.	Form of Agreement for Engineering/Architectural Construction	F-1 - F-5
G.	Performance Bond	G-1 - G-2
H.	Payment Bond	H-1 - H-2
I.	Index of General Conditions of Contract for Engineering/Architectural Construction	I-1 - I-2
J.	General Conditions of Contract for Engineering/Architectural Construction	J-1 - J-17
K.	Supplemental General Conditions of Contract for Engineering/Architectural Construction	K-1 - K-12
L.	Prevailing Wage Legal Requirements	L-1 - L-3
M.	General Prevailing Wage Rates	M-1 – M-6
N.	Affidavit and Waiver of Lien Prime Contractor	N-1
O.	Release and Waiver of Claims by Subcontractors and Product Vendors	O-1
P.	Contractor’s Affidavit as to Status of Liens	P-1
Q.	Technical Specifications	Q

TECHNICAL SPECIFICATIONS INDEX

Section 01010	Summary of Work
Section 01045	Cutting and Patching
Section 01100	Summary 1
Section 01200	Price and Payment Procedures
Section 01300	Administrative Requirements
Section 01340	Submittals
Section 01411	Environmental Protection
Section 01460	Laboratory Testing and Inspection Services
Section 01600	Product Requirements
Section 01601	Substitution Procedures
Section 01700	Execution Requirements
Section 01732	Selective Demolition
Section 01740	Cleaning
Section 01770	Closeout Procedures
Section 01800	General Notes
Section 09210	Gypsum Plaster
Section 09260	Gypsum Board Assemblies
Section 09271	Glass reinforced Gypsum Fabrication
Section 09512	Acoustical Tile Ceilings
Section 09651	Resilient Tile Flooring
Section 09653	Resilient Wall Base and Accessories
Section 09910	Painting



Solicitation Type and Name: Informal Price Quotes for McAllen City Hall Lactation Room Construction

Solicitation Number: 10-18-IPQ01-351

Summary of Work: Project consists of demolition of areas, new cabinetry, metal studs, insulation, sheetrock, electrical and plumbing with new door.

Deadline: Electronic Informal Price Quotations addressed to Mr. Gerardo Noriega, CTPM, Director of Purchasing & Contracting will be received on **October 10th 2018** until **4:00 p.m.** Central Standard Time at which time they shall be unlocked. All electronic informal price quotations must be posted on the City of McAllen's bidding portal (<http://mcallen.procurement.com>) on or before the aforementioned date and time. **Hard copy and/or late bids shall not be accepted.**

Pre-Submittal Conference: A Pre-Bid Conference will be held **October 3, 2018**, at **9:00 a.m.** at McAllen, City Hall, 2nd Floor Conference room 2a, McAllen, Texas 78501. There will be a walk-through following the pre-submittal conference. All prospective bidders are encouraged to be in attendance.

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the City of McAllen, for the amount of not less than five (5) percent (%) of the total bid shall be submitted via a sealed envelope as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of McAllen. The Bidder's Bond shall be submitted before the above-mentioned, electronic bid opening date and time. Failure to submit shall be grounds for disqualification.

<u>Hand-deliver Bid Bond:</u>	1300 Houston Avenue, Purchasing & Contracting Department
<u>If using Land Courier (i.e., FedEx, UPS):</u>	1300 Houston Avenue, Purchasing & Contracting Department
	McAllen, Texas 78501
<u>Mail Bid Bond:</u>	P.O. Box 220, McAllen, TX 78505-0220

Bid Bond shall be delivered in a sealed envelope and clearly marked as follows:

BID BOND FOR PROJECT NO. 10-18-IPQ01-351 MCALLEN CITY HALL LACTATION ROOM CONSTRUCTION

Plans and Specifications may be obtained by visiting our bidding portal at <http://mcallen.procurement.com>. We are asking that vendors/contractors register online. Plans & specs may be viewed electronically. Once on the portal, after you have logged in you can click on the button titled "Documents" for details.

Potential bidders are asked to post their questions of a contractual nature and/or questions of a technical nature on our bidding portal under the tab labeled "clarifications" under the relative project number.

Bids are to be submitted electronically, attaching all forms as called for. The City of McAllen reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities, or to accept the Bid considered the best and most advantageous to the City and to hold the bids for a period of **forty-five (45)** days without taking action thereon.

Applicable Product Categories: 91082 Building Maintenance; 91427 Carpentry; 91438 Electrical; 910-75 Drywall

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

CITY OF McALLEN (hereinafter called "Owner") invite electronic submittal of Informal Price Quotations via our bidding portal (<http://mcallen.procureware.com>) all blanks must be appropriately filled in. Bids will be received by the Owner no later than date and time given below, bids will be tabulated and posted on our portal.

SINGLE INFORMAL PRICE QUOTATIONS

The City of McAllen reserves the right to extend the due date, on any informal request(s) for price quotation(s), when a single informal price quotation is received or when in the best interest of the City of McAllen.

The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities or reject any or all bids. Any bid withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof shall not be considered. Any bids received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. PREPARATION OF BID

Bids will be submitted electronically via the bidding portal to include any blank form(s) as depicted in the solicitation and proposal form attached hereto. All documents calling for information shall be filled out and uploaded to the bidding portal.

In case of ambiguity, or lack of clearness in stating the prices in the informal price quotation, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the informal price quotation. Unreasonable (or unbalanced) prices will authorize the Owner to reject any informal price quotation.

The successful bidder must furnish a performance bond and a payment bond upon the forms which are attached hereto in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to Owner within seven (7) days from date of award of contract.

In the event that the total amount bid is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of McAllen in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and acceptance of same by the City of McAllen. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of McAllen in lieu of a Payment and Performance Bond.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the Engineer/Architect and obtain clarification by addendum prior to submitting any bid.

INFORMATION TO BIDDERS Continued:

2. PREPARATION OF BID Continued:

The City of McAllen encourages the hiring of minority and minority women subcontractors and/or suppliers whenever and wherever feasible.

It shall be the responsibility of the successful contractor to pick up all contract documents for execution, in a timely manner, at the Purchasing and Contracting Department or at the designated department after notification of award of contract. Contract documents will not be sent to contractor via regular mail. If the contractor elects to have the contract documents sent via overland carrier, an account number must be provided to the City of McAllen or the contract documents shall be sent "collect" to the contractor.

3. PAYMENT SCHEDULE

Contractor to submit to the City, Certificate for Payment once a month. City to reciprocate with payment by mail in compliance with the prompt payment act.

Contractor is advised that it shall be a requirement of this contract to submit the following forms, properly executed, along with their final Request for Payment: "AFFIDAVIT AND WAIVER OF LIEN-PRIME CONTRACTOR", "RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS AND PRODUCT VENDORS", "CONTRACTOR'S AFFIDAVIT AS TO STATUS OF LIENS". **Failure to submit these forms as required will cause a delay in payment to the contractor.**

4. RETAINAGE

Contracts equaling a total amount of \$400,000 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less than \$400,000 will bear a retainage of ten (10) percent (%) on each partial disbursement. **(Not Applicable to Single Pay Contracts, Not Applicable to contracts under \$25,000)**

5. OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one work week

6. SALES TAX REQUIREMENTS

It shall be a mandatory requirement of this contract that the successful contractor be the holder of a "Sales Tax Permit" issued by the Comptroller of Public Account State of Texas. The successful contractor for purposes of this contract shall be a seller of materials incorporated into this project.

7. ITEMS REQUIRED FOR BID

- A. Bid Proposal Form
- B. Supplement No. 1 to Bid Proposal Form – Non-Resident Bidder
- C. Supplement No. 2 to Bid Proposal Form – Bond Information
- D. Supplement No. 3 to Bid Proposal Form – Non-Collusion Affidavit

INFORMATION TO BIDDERS Continued:

8. SUBCONTRACTORS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be approved by the Owner.

9. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication any time prior to any scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to closing time, and provided further that the Owner is satisfied that a written confirmation of the telegraphic communication over the signature of the bidder was provided prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or the modification so that the final prices or terms will not be known by the Owner until the bid opening date and time has come to pass. If written confirmation is not revealed within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

10. INVESTIGATIONS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and dates for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations if the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

11. TIME OF COMPLETION & LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" by the Owner, and to fully complete the project within the time stated on proposal. As failure to complete project within the stated time, bidder agrees to pay as liquidated damages, the sums indicated on page F-2 for each working day of delay until work is completed and accepted.

Delays because of strikes, fire, weather, or any cause beyond the contractors control shall be granted, but claims for extension shall be in writing within a reasonable time after the occurrence.

Contractor shall submit request for delay on a monthly basis in a letter form indicating reason and date of delay. Failure to do so on a monthly basis means contractor will forfeit those delay days.

A. Liquidated Damages.

Liquidated damages in the amount per day shown in the "Time of Completion and Liquidated Damages" section of the Instructions to Bidders will be assessed against the

INFORMATION TO BIDDERS Continued:

11. TIME OF COMPLETION & LIQUIDATED DAMAGES Continued:

Contractor for each calendar day or portion thereof that: (1) the Contractor has not fully and timely completed the specific portion or part of the work to be completed by the end of the current month as provided in the detailed description of work and/or schedule previously submitted by the Contractor on the first day of that particular month, after accounting for any agreed-upon changed orders, which will entitle the Owner to withhold the liquidated damages from the payment otherwise owed to the Contractor for work completed in that particular month; (2) the Contractor has not substantially completed all work following the expiration of the number of calendar days to complete the work referenced in the “Time of Completion and Liquidated Damages” section of the Instructions to Bidders, after accounting for any agreed-upon changed orders; or (3) all items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the agreed time allotted for completion and correction, including any approved extensions of time granted. These liquidated damages are cumulative.

The sum of the liquidated damages will be deducted from any monies due the Contractor. If no money is due the Contractor, said sum may be recovered by the Owner from the Contractor or the Contractor's surety, or from both combined. These deductions are to cover liquidated damages to the Owner for losses to Owner that include, but are not limited to, additional expenses of Contract administration, overhead and other costs resulting from failure of the Contractor to complete the Work within the designated time, and are not to be considered as penalties. The Owner shall not be considered liable for any extra or additional payment to the Contractor as a bonus or premium for early completion. Any failure on the part of the Owner to request or require payment or withholding of liquidated damages in any particular month shall not constitute a waiver of Contractor's requirement to pay, or the Owner's ability to withhold from payments owed to Contractor, any liquidated damages for work performed or completed in that particular month, in any prior or subsequent month, or at the time all work has been completed.

12. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligations to furnish all materials and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.

13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing posted on the City's Bidding portal at (<http://mcallen.procureware.com>). In order for questions to be given considerations they must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions shall be posted on our Bidding Portal (<http://mcallen.procureware.com>) or may be sent to plan-holders, and/or

INFORMATION TO BIDDERS Continued:

13. ADDENDA AND INTERPRETATIONS Continued

e-mailed accordingly. Failure of any respondent to receive any such addendum or interpretations shall not relieve such respondent from any obligations under his proposal as submitted. All addenda so issued, shall become part of the contract documents (Addenda's are posted on the bidding portal under the documents area). All Addenda shall be provided to all plan-holders via e-mail, fax, and/or through FTP site (website), as deemed necessary.

14. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a) Inspections and testing of materials
- b) Insurance requirements (Refer to General Conditions Documents)

16. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

17. METHOD OF AWARD

The Owner reserves the right to select the most advantageous bid bidder. The project bid shall be determined by combining the base bid and any alternate selected by the Owner (additive and deductive). If there are several areas of work, the Owner reserves the right to select one or more Contractors for each area of work (Re: to Bid Form break down)

18. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation with respect if his bid.

19. CONTRACT AGREEMENT FORM

REFERENCE SECTION "F"

20. GENERAL CONDITIONS

REFERENCE SECTION "J"

INFORMATION TO BIDDERS Continued:

21. INSURANCE REQUIREMENTS

During execution of Contracts the successful Prime Contractor shall provide a Certificate of Insurance made to the City of McAllen, P.O. Box 220, McAllen, TX 78505-0220, (1300 Houston, McAllen, Texas 78501) and should reference the project number and project Name. The prime contractor shall ensure that any and all subcontractors and/or lower-tier subcontractors comply with the insurance requirements as depicted herein. Such coverage(s) shall be acquired and maintained, for the duration of the contract period. All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative prior to the commencement of any work. The City of McAllen will accept the Acord Form 25 as the Certificate of Insurance only.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term “City” shall include The City of McAllen and/or McAllen Public Utilities (MPU) and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the “City of McAllen” as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an “occurrence” form.

Blanket “XCU” – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

INFORMATION TO BIDDERS Continued:

21. INSURANCE REQUIREMENTS Continued:

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of McAllen" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- C. **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- D. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of McAllen in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

INFORMATION TO BIDDERS Continued:

21. INSURANCE REQUIREMENTS Continued:

- E. **Professional Services - Insurance Provisions (N/A):** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.
- G. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

22. BID INSTRUCTIONS:

Submittal of Electronic Informal Price Quotation will be submitted in electronic form only through our bidding portal and upon the blank bid form attached hereto. Each bid must be completely filled out and uploaded as instructed, with all supporting documentation. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder/Respondent and if accepted by the City forms a binding contract. Bids which do not comply with the specifications may be rejected at the option of the City. Bids must be filed with the City of McAllen, before opening day and hour. No late Bids will be accepted. No hard copy submittals shall be accepted.

Bidders must go online to the City's Bidding Portal (<http://mcallen.procureware.com>) to submit bid prices. Bidders are asked to read the Welcome Screen (PDF document) and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the electronic bid:

- i. Click on, "**Bids**" located on left-hand column.
- ii. Find the applicable project and click the, "**Project Number**"
- iii. Click on, "**Response**" tab.
- iv. In the, "**Questions**" tab, upload required scanned documents into the bid portal by clicking "**Browse**" for each item.
- v. Click on, "**Pricing**" tab and enter a Unit Price for each pricing item. A "**Comment**" field is available if needed.
- vi. Once both the Questions and Pricing information has been entered, the yellow "**Question Response and Pricing Response**" information messages will change from incomplete to complete. Then the "**Submit**" button will become available.
- vii. .

INFORMATION TO BIDDERS Continued:

22. BID INSTRUCTIONS Continued:

- viii. Click “**Submit Bid**” button and review the terms and agreements, Popup Window that appears. If you agree to the terms and conditions, click the “**I Accept and Submit this Bid**” button.
- ix. If you want to remove your bid, click the red, “**Withdraw Bid**” button in the “**Response**” tab.

BID PROPOSAL FORM

TO: OWNER

The undersigned, as bidders, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer/Architect, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer/Architect, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. It is understood that the Owner reserves the right to reject any or all bids.

BID PROPOSAL FORM Continued:**PRICING SHALL BE INPUTTED INTO
PROCREWARE BIDDING PORTAL.**

ENGINEER'S BID ITEM DESCRIPTIONS AND ESTIMATE OF QUANTITIES -
APPROXIMATE ONLY:

Note: This table describes the various bid items and estimated quantities reflected on the official bid form maintained on the City's bidding portal. **Do not use this table for submitting a bid.** Refer to the Instructions to Bidders for step-by-step instructions for submitting electronic bids.

**PROJECT NO. 10-18-IPQ01-351 MCALLEN CITY HALL LACTATION ROOM
CONSTRUCTION**

No.	Internal Ref. No.	Type	DESCRIPTION	UOM	ESTIMATED QTY
1	910-15	B	BASE BID, The project will consist of demolition of area as specified in plans to include new cabinetry, metal studs, insulation, sheetrock, painting, electrical, plumbing, cabling and new man door as detailed in plans and specifications.	LS	1

BID PROPOSAL FORM Continued:

**BIDDER'S MUST FILL-IN AND SUBMIT WITH
ELECTRONIC BID RESPONSE.**

Number of working days to complete contract _____ (Not to exceed 60 working days).

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 working days after notice to PROCEED is issued and complete the work within ____ working days.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____ No. _____ Dated _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive any or all formalities.

DATE: _____

Respectfully submitted,

BY: _____
(Signature)

(Type/Print Authorized Signor Name)

(Authorized Signor Title)

(Legal Company Name)

(Address)

(Phone Number)

(Fax Number)

(E-Mail)

(Seal - If bidder is a Corporation)

SUPPLEMENT NO. 1 TO THE BID PROPOSAL FORM – NON-RESIDENT BIDDER

NONRESIDENT BIDDER: Means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Nonresident Bidder: Yes_____ No_____

If yes, does your state have a preference law?

Yes _____ No _____

Percent (%) of preference _____

(Date)

(Type or Print Name)

(Title)

(Company)

(Address)

(Phone Number)

(Fax Number)

SUPPLEMENT NO. 2 TO BID PROPOSAL - BOND INFORMATION

(Form to be Executed & Submitted with Proposal)

On all contracts that will equal to or exceed \$100,000.00, the performance bond and the payment bond must be provided from a surety that has rating of "A" from AM BEST, MOODY'S STANDARD & POORS.

MAIN COMPANY

AGENT'S NAME: _____
PLEASE TYPE/PRINT NAME

COMPANY NAME: _____

ADDRESS: _____

**MAIN OFFICE
TELEPHONE NO.:** _____

LOCAL COMPANY

AGENT'S NAME: _____
PLEASE TYPE/PRINT NAME

COMPANY NAME: _____

ADDRESS: _____

**LOCAL MAIN OFFICE
TELEPHONE NO.:** _____

PROJECT NO.: _____

PROJECT NAME: _____

CONTRACTOR: _____
SIGNATURE

PLEASE TYPE/PRINT NAME

COMPANY NAME

SUPPLEMENT NO. 3 TO BID PROPOSAL - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached proposal. Affiant further states that the respondent/bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to purpose at a fixed price or to refrain from proposing; or with any state official, city employee, Board Trustee, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between bidders, city employee, Board Trustee, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

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

Notary Public
State of _____
My Commission Expires: _____

SPECIAL PROVISIONS

Specifications which Apply

All work under this contract shall conform to the requirements of these specifications.

In cases where the standard specifications are in conflict with either Plans and Specifications or the Special Provisions, the order of supersedence shall be Special Provisions, Plans followed by Specifications.

All labor, materials, equipment, supervision and other services required for this construction will be furnished in accordance with plans and specifications as prepared by the City of McAllen.

City of McAllen has delineated work areas and access routes. Any damaged property not otherwise mentioned within plans or specifications to be installed, shall be the responsibility of the contractor (product and installation) as approved by City of McAllen.

The City of McAllen is a franchised area for sanitation and debris removal. Materials and debris can be disposed of by means of a dump truck or pickup truck. Should a roll-off container be needed due to the amount discarded a roll-off container would need to be set up through the City of McAllen Public Works Department (956-681-4050). Outside roll-off companies are not permitted on city projects.

Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

Security Measures

A contractor's superintendent shall be on the job at all times that construction workers are present at the construction site.

Testing

The owner reserves the option of testing any and all materials used in this construction. All testing will be made by an independent laboratory designated and paid by the owner, unless otherwise stated in the specifications of the items to be tested. Any costs associated with retesting of materials shall be the responsibility of the contractor as required by the City of McAllen. Any construction materials not meeting specifications may be rejected at contractor's expense or may be accepted by the city provided a deduction is granted. The Engineering Department must be notified 24 hours in advance of materials testing.

Schedule and Sequence of Construction

The Contractor shall, prior to beginning work, prepare and submit a proposed schedule of work to the Owner for his approval. Work schedule to be planned in coordination with **Engineering Department Zef Mendoza** personnel and performed such that there is minimal interference to **McAllen-City Hall**. Recommended construction hours are between the hours of 7:00am. to 6:00 pm.

SPECIAL PROVISIONS Continued:

Utilities

Contractor to provide for his own utility requirements.

Building Permit and Taxes

A building permit will be required for the construction of this project. Contractor is responsible for obtaining permit and any related fees.

Inspection of Work

The Owner will provide sufficient competent personnel for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Contractor will be responsible for payment of city inspection personnel if major work related issues are scheduled outside of the normal business hours, as is required by the City of McAllen. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

Owner's representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect/Engineer, it must be uncovered at the Contractor's expense, unless the Architect/Engineer has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Architect/Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

Changes in the Work

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes, add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Architect/Engineer, an no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

SPECIAL PROVISIONS Continued:

Competency of Bidders

The Bidder must be capable of performing each of the various items of work bid upon. Upon request, the successful Bidder shall submit a complete statement of his financial resources and his previous experience in similar work.

Guarantee of Work

All workmanship, equipment and materials, furnished or installed by the Contractor shall be guaranteed for a period of at least one (1) year against faulty workmanship or defective materials. The warranty period shall begin on the date of substantial completion and acceptance of the project by the Owner and extend for a period of 365 days thereafter. Warranty Periods on punch list items shall begin when items are approved as corrected.

Maintenance Support

Within ten days of the date of Substantial Completion of the project, deliver to the Owner three copies of the manufacturer's printed instructions regarding care and maintenance items installed.

Final Clean Up

At the end of each day's work session contractor shall clean the premises, remove all construction debris and leave the City Hall site in a condition that daily work activities can proceed. Remove all trash, surplus and discarded materials, temporary services, materials and debris of every kind. The Contractor shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Waste materials removed from the site shall be disposed of and **secured** at locations satisfactory to the City Of McAllen and shall be considered incidental to the bid.

Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials and work condemned by the Owner/Designer as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

FOREWORD

These Agreement Forms and the Standard General Conditions of Contract which accompany them pertain to Engineering/Architectural Construction Contracts between Private or Public Owners and Contractors. They are intended as a guide in the preparation of Contract Documents for such construction and are subject to change or modification to suit particular conditions.

Ordinarily, a complete set of Contract Documents consists of the following:

- (a) Advertisement, or Notice to Contractors
- (b) Instructions to Bidder
- (c) Form of Bid or Proposal
- (d) Contract (Agreement)
- (e) General and Special Conditions of Contract
- (f) Specifications
 - 1. General
 - 2. Special
- (g) Drawings

The first three items are essential to all contracts that are bid competitively. However, the last four are those essential to the actual Contract. The Forms and Standards contained herein pertain to Items (d) and (e).

The Contract Forms cover three alternative basis of payment to the Contractor:

- 1. A Lump Sum Basis
- 2. A Unit Price Basis
- 3. A Cost-Plus Basis

The contracting Parties will select the desired form.

The Contract Form for a Cost-Plus Basis of Payment is based upon a payment consisting of Cost-Plus a Percentage Fee. Two other types are commonly used: Cost Plus & Fixed Fee and Cost Plus a Percentage or Fixed Fee with a guaranteed cost limit. The text of Articles III and IV can easily be adapted to either of the other two types of Cost-Plus Basis of payment. Sometimes, in a Cost-Plus Contract with a guaranteed cost limit, provision is made for dividing equally between the Owner and Contractor any savings below the cost limit that may be achieved in the execution of the work.

The City of McAllen encourages the hiring of minority and minority women subcontractors and/or suppliers whenever and wherever feasible.

FORM OF AGREEMENT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

THIS AGREEMENT, made this ____ day of _____, _____, by and between
CITY OF McALLEN, herein called "Owner", acting herein through its BOARD OF COMMISSION, and
(Title of Authorized Official)

STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS

of _____. County of _____, and State of _____ hereinafter called
"Contractor."

It is understood ENGINEER/ARCHITECT representing OWNER shall be
**Yvette Barrera, P.E., City Engineer, City of McAllen, Engineering Department, 1300
Houston Avenue, McAllen, TX 78501.**

WITNESSETH, That the Contractor and the Owner, for the consideration hereinafter
named, agree as follows:

ARTICLE I - SCOPE OF THE WORK.

The Contractor hereby agrees to furnish all of the materials and all of the equipment and
labor necessary and to perform all of the work shown on the drawings and described in the
specifications for the **Project No. 10-18-IPQ01-351 MCALLEN CITY HALL LACTATION
ROOM CONSTRUCTION** entitled _____ for the contract amount of \$ ____.

(a) Drawings prepared for same by **City of McAllen Engineering**

(b) Specifications consisting of:

1. "Standard General Specifications" issued by the CITY OF McALLEN and as
issued in the contract documents.
2. "Special Provisions" as prepared by **Yvette Barrera, P.E., City Engineer, City of
McAllen, Engineering Department,** dated **September 2018**
3. The "General Conditions for Engineering/Architectural Construction".
4. Addenda
NO. _____ DATED _____
NO _____ DATED _____

FORM OF AGREEMENT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION
Continued:

ARTICLE II - TIME OF COMPLETION.

“If the contractor fails to complete this contract in the working days specified, the time charge will be made for each working day thereafter”.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each working day in addition to the working days herein before stated as extended by the Owner, the amount per day given in the following schedule will be deducted from the money due or to become due to the Contractor not as a penalty, but as added expense for Engineering/Architectural supervision.

FOR AMOUNT OF CONTRACT		COST PER DAY
\$ 5,000.00	to	\$ 25,000.00\$100.00
\$ 25,001.00	to	\$ 100,000.00\$200.00
\$ 100,001.00	to	\$ 500,000.00\$250.00
\$ 500,001.00	and over	\$300.00

ARTICLE III - THE CONTRACT SUM.

(a) The Owner shall pay to the Contractor for the performance of the work the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The total number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the contract.

When and where applicable the original contract price may be increased or decreased as contemplated to complete construction as called for in the plans and specifications and in accordance with Texas Local Government Code Chapter 252 (Formerly Article 2368a V.T.C.S. Section 2a).

(b) Changes in the work made under Section 18 of the General Conditions, and not included in Article I, that cannot be classified as coming under any of the Contract units may be done at mutually agreed-upon unit price, or under the provisions of Article V “Extra Work”.

ARTICLE IV - PROGRESS PAYMENTS

The owner shall make payments on account of the Contract as follows:

(a) On not later than the first day of every month the Contractor shall present to the Engineer/Architect an invoice covering the total quantities under each item of work that has been completed from the start of the job to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Engineer/Architect.

FORM OF AGREEMENT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

ARTICLE IV - PROGRESS PAYMENTS Continued:

Measurements of units for payment shall be made in accordance with the Special Conditions of the contract.

(b) On not later than the 30th of the month, the Owner shall pay by mail to the Contractor (%) of the amount of the invoice--less previous payments made. The (%) retained percentage (only applicable to contracts in excess of \$25,000) may be held by the Owner until the value of the work completed at the end of any month equals 50 percent of the total amount of the Contract after which, if the Engineer/Architect finds that satisfactory progress is being made he shall recommend that all of the remaining monthly payments be paid at a percentage of retainage less than stated above. Payments for work under, Subcontracts of the General Contractor, shall be subject to the above conditions applying to the General Contract after the work under a Subcontract has been 50 percent completed.

(c) Final payment of all moneys due on the contract shall be made within thirty (30) days of completion and acceptance of the work.

(d) If the Owner fails to make payment as herein provided, or as provided in Article V (d), in addition to those remedies available to the Contractor under Section 23 of the General Conditions, there shall be added to each such payment daily interest at the rate of six (6) percent (%) per annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

ARTICLE V - EXTRA WORK

If the Engineer/Architect orders, in writing, the performance of any work not covered by the Drawings or included in the Specifications, and for which no items in the contract are provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

(a) The contractor shall be reimbursed for all costs incurred in doing the work, and shall receive an additional payment of five percent (5%) of all such cost to cover his indirect overhead costs, plus five percent (5%) of all costs, including indirect overhead, as his fee.

(b) The "Cost of the Work" shall be determined as the net sum of the following items:

1. Job Office and all necessary temporary facilities such as buildings, use of land not furnished by the Owner, access roads and utilities. The costs of these items include construction, furnishings and equipment, maintenance during the period that they are needed, demolition and removal. Salvage valued agreed on or received by the Contractor shall be credited to the Owner.
2. All materials used on the work whether for temporary or permanent construction.

FORM OF AGREEMENT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION
Continued:

ARTICLE V - EXTRA WORK Continued:

3. All small tools and supplies; all fuel, lubricants, power, light, water and telephone service.
4. All plant and equipment at specified rental rates and terms of use. If the rental rates do not include an allowance for running repairs and repair parts needed for ordinary maintenance of the plant and equipment, then such items of cost are to be included in the Cost of the Work.
5. All transportation costs on equipment, material and men.
6. All labor for the project and including the salaries of superintendents, foremen, engineers, inspectors, clerks and other employees or officers, who do not devote their full time to their work.
7. All payroll charges such as Social Security payments, unemployment insurance, workmen's compensation insurance premiums, pension and retirement allowances, and social insurance premiums, vacation and sick leave allowances applicable to wages or salaries paid to employees for work done in connection with the contract.
8. All premiums on fire, public liability, property damage or other insurance coverage authorized or required by the Engineer/Architect or the Owner or regularly paid by the Contractor in the conduct of his business.
9. All sales, use, excise, privilege, business, occupation, gross receipt and all other taxes paid by the Contractor in connection with the work, but excluding state income derived from this contract and Federal Income taxes.
10. All travel or other related expense of general supervisory employees for necessary visits to the job excluding expenses of such employees incurred at the Home Office of the contractor.
11. All Subcontracts approved by the Engineer/Architect or Owner.
12. (Insert other costs proper for inclusion in this contract).
 - a.
 - b.
 - c.
13. Any other cost incurred by the Contractor as a direct result of executing the Order, subject to approval by the Engineer/Architect.

FORM OF AGREEMENT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION
Continued:

ARTICLE V - EXTRA WORK Continued:

14. Credit to the Owner for the following items:
- a. Such discounts on invoices as may be obtained provided that the Owner advances sufficient funds to pay the invoices within the discount period.
 - b. The mutually agreed salvage value of materials, tools or equipment charged to the Owner and taken over by the Contractor for his use or sale at the completion of the work.
 - c. Any rebates, refunds, returned deposits or other allowances properly credited to the Cost of the work.

(c) The cost of the work done each day shall be submitted to the Engineer/Architect in a satisfactory form on the succeeding day, and shall be approved by him or adjusted at once.

(d) Monthly payments of all charges for the Extra Work in any one month shall be made in full on or before the 15th day of the succeeding month. Those payments shall include the full amount of fee earned on the cost of the work done.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

CITY OF McALLEN OWNER

BY: _____
GERARDO NORIEGA, CTPM,
DIRECTOR PURCHASING &
CONTRACTING

WITNESS:

LEGAL COMPANY NAME
(Contractor)

TYPE/PRINT NAME (Authorized
Company Representative)

BY: _____
SIGNATURE & TITLE

(CORPORATE SEAL)

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO ARTICLE 2253
OF THE TEXAS LOCAL GOVERNMENT CODE AS AMENDED BY ACTS OF THE 1993,
73RD LEGISLATURE, CH. 268, § 1, EFF. SEPT. 1, 1993, AMENDED BY ACTS 1999, 76TH
LEGISLATURE, CH. 62, SECTION 8.20, EFF. SEPT. 1, 1999

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(hereinafter called the Principal(s), as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto _____

(hereinafter called the Oblige), in the amount of _____

_____ Dollars (\$_____)

for the payment whereof the said Principal and Surety bind themselves, and their heirs,

administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the

_____ day of _____, 20_____, for the _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copies at length herein.

PERFORMANCE BOND Continued:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with plans, specifications and contract documents, during the original term of said contract and any extension thereof that may be granted by the City of McAllen with or without notice to the surety and during the life of any guaranty required under the contract, and shall also truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Statutory Performance Bond Pursuant To Article 2253 of the Texas Local Government Code as Amended by Acts of the 1993, 73rd Legislature, Ch. 268, § 1, Eff. Sept. 1, 1993, Amended By Acts 1999, 76th Legislature, Ch. 62, Section 8.20, Eff. Sept. 1, 1999, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ A.D., 20____.

Principal

ATTEST:

(Principal) Secretary
(SEAL)

Signature

Witness as to Principal

(Print/Type Name)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary
(SEAL)

Attorney-in-Fact (Signature)

Witness as to Surety

(Print/Type Name)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract

(1) Correct name of Contractor; (2) A Corporation, a Partnership or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If Contractor is Partnership, all partners should execute bond.

P A Y M E N T B O N D

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 2253
OF THE TEXAS LOCAL GOVERNMENT CODE AS AMENDED BY ACTS OF THE 1993,
73RD LEGISLATURE, CH. 268, § 1, EFF. SEPT. 1, 1993, AMENDED BY ACTS 1999, 76TH
LEGISLATURE, CH. 62, SECTION 8.20, EFF. SEPT. 1, 1999

KNOW ALL MEN BY THESE PRESENTS, that _____

(hereinafter called the Principal(s), as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bond unto _____

(hereinafter called the Oblige), in the amount of _____

_____ Dollars (\$_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige,
dated the _____ day of _____, 20_____, to

P A Y M E N T B O N D Continued:

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, and any extension thereof that may be granted by the City of McAllen with or without notice to the surety and during the life of any guaranty required under the contract, and shall also truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Statutory Payment Bond Pursuant To Article 2253 of the Texas Local Government Code as Amended by Acts of the 1993, 73rd Legislature, Ch. 268, § 1, Eff. Sept. 1, 1993, Amended By Acts 1999, 76th Legislature, Ch. 62, Section 8.20, Eff. Sept. 1, 1999, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in **four (4)** counterparts, each one of which shall be deemed an original, this the _____ day of _____ A.D., 20____.

Principal

ATTEST:

(Principal) Secretary
(SEAL)

Signature

Witness as to Principal

(Print/Type Name)

(Address)

(Address)

ATTEST:

Surety

(Surety) Secretary
(SEAL)

Attorney-in-Fact (Signature)

Witness as to Surety

(Print/Type Name)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract

(1) Correct name of Contractor; (2) A Corporation, a Partnership or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If Contractor is Partnership, all partners should execute bond.

INDEX
GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL
CONSTRUCTION

SEC. 1	- DEFINITIONS
SEC. 2	- COPIES OF DRAWINGS FURNISHED
SEC. 3	- ORDER OF COMPLETION
SEC. 4	- OWNER OF DRAWINGS
SEC. 5	- FAMILIARITY WITH WORK
SEC. 6	- CHANGED CONDITIONS
SEC. 7	- MATERIALS AND APPLIANCES
SEC. 8	- EMPLOYEES
SEC. 9	- ROYALTIES AND PATENTS
SEC. 10	- SURVEYS
SEC. 11	- PERMITS, LICENSES AND REGULATIONS
SEC. 12	- PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY
SEC. 13	- INSPECTION OF WORK
SEC. 14	- SUPERINTENDENCE
SEC. 15	- DISCREPANCIES
SEC. 16	- CHANGES IN THE WORK
SEC. 17	- EXTENSION OF TIME
SEC. 18	- CLAIMS
SEC. 19	- DEDUCTIONS FOR UNCORRECTED WORK
SEC. 20	- CORRECTION OF WORK BEFORE FINAL PAYMENT
SEC. 21	- SUSPENSION OF WORK
SEC. 22	- THE OWNER'S RIGHT TO TERMINATE CONTRACT
SEC. 23	- CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT
SEC. 24	- REMOVAL OF EQUIPMENT
SEC. 25	- RESPONSIBILITY FOR WORK
SEC. 26	- PARTIAL COMPLETION AND ACCEPTANCE
SEC. 27	- PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK
SEC. 28	- CONTRACTOR'S INSURANCE
SEC. 29	- SURETY BONDS

INDEX GENERAL CONDITIONS OF CONTRACT FOR
ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

- SEC. 30 - ASSIGNMENT
- SEC. 31 - RIGHTS OF VARIOUS INTERESTS
- SEC. 32 - SEPARATE CONTRACTS
- SEC. 33 - SUBCONTRACTS
- SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS
- SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS
- SEC. 36 - JURISDICTION AND VENUE; MEDIATION, LITIGATION AND
ARBITRATION
- SEC. 37 - COORDINATION WITH OTHER PARTIES
- SEC. 38 - LAND FOR WORK
- SEC. 39 - CLEANING UP
- SEC. 40 - ACCEPTANCE AND FINAL PAYMENT
- SEC. 41 - GENERAL GUARANTY
- SEC. 42 - SHOP DRAWINGS
- SEC. 43 - TESTING
- SEC. 44 - PAYMENT SCHEDULE
- SEC. 45 - RETAINAGE
- SEC. 46 - OVERTIME
- SEC. 47 - INDEMNITY AND HOLD HARMLESS AGREEMENT
- SEC. 48 - RIGHT TO AUDIT
- SEC. 49 - LIMITATION OF LIABILITY
- SEC. 50 - CHAPTER 2270, TEXAS GOVERNMENT CODE

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to Contractors, Instructions to Bidders, form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of the Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/ "Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnished at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

SEC. 3 - ORDER OF COMPLETION

On the first day of every month in which any portion of the work is to be completed, and at such times thereafter as may be reasonably requested by the Owner's Representative, the contractor shall submit schedules that show the order in which the Contractor proposes to carry out the work for the duration of the project and, in particular, for the current month, with dates at

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 3 - ORDER OF COMPLETION Continued:

which the Contractor will start the each portion or part of the work, and specific estimated dates of completion of each portion or part of the work, and a detailed description of the specific portion or part of the work to be completed by the end of the current month. Contractor's failure to timely complete the specific portion or part of the work to be completed by the end of the current month will entitle the Owner to withhold liquidated damages from the payment otherwise owed to the Contractor for that particular month, as further provided in the Special Provisions.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

Before such conditions are disturbed, the Contractor shall notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Architect/Owner's Representative shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, the Contractor shall submit a claim for an adjustment in compensation and/or time. Any claim of the Contractor for an adjustment of compensation and/or time hereunder shall not be allowed or approved, and the Contractor waives all right to additional compensation or time, unless the Contractor provides written notice to the Owner of any physical or other conditions at the site differing materially from those indicated in this Contract, or differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract, within seven (7) days after the Contractor knew, or reasonably should have known, of such condition(s). If the Contractor timely provides written notice in accordance with this Section 6 and the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. **UNLESS OTHERWISE STIPULATED, THE CITY WILL NOT PAY FOR MATERIALS STORED ON HAND.**

SEC. 8 - EMPLOYEES

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. The Owner shall have the authority to request that Contractor remove any objectionable employee from project site.

Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his/her authorized licensee, directly by the Contractor. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his/her Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 10 – SURVEYS Continued:

The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution and completion of the work shall be secured and paid for by the Contractor. Permits, licenses and easements of a permanent nature, that will be required after the completion of the project, will be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY:

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect.

Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement, litigation or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 13 - INSPECTION OF WORK Continued:

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must be uncovered if required by the Engineer/Architect at the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 - DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly. All such work shall be executed under the conditions of the original Contract **except that any claim for extension of time or additional compensation caused thereby shall be adjusted only at the time of ordering such change.**

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 16 - CHANGES IN THE WORK Continued:

made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra or decreased work or change shall be determined as provided in the Agreement. The Contractor's acceptance of any written order(s) for changes in the work constitutes the Contractor's acknowledgement that all extensions, increases or deductions of time and/or compensation, and claims and disputes related to the subject of the written order(s), have been or were resolved by the written order(s). By accepting the written order(s) for changes in the work, the Contractor waives and releases any and all claims and causes of action, including, but not limited to, claims for additional compensation or extensions of time, related to or arising from any work added to, deducted from, or affected by the written order(s).

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work may be made only when changes in the work occur, as provided in Section 16; and when the work is suspended as provided in Section 21. Extension of time for completion may also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees, or by any delay in the furnishing of Drawings and necessary information by the Owner's Representative, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, usually severe weather, or labor disputes.

The Contractor shall notify the Owner's Representative within seven (7) days of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. The Engineer/Architect shall acknowledge receipt of the Contractor's notice within five (5) days of its receipt. The Contractor's failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 - CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within ten (10) working days after written notice, the Owner may remove such condemned materials and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) working days' time thereafter, the Owner may, upon ten (10) working days' written notice, sell such materials at auction or private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving one (1) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of disbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within fifteen (15) days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, but Contractor is not entitled to any compensation for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT Continued:

Surety seven (7) days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven (7) days after it is due, then the Contractor, may, upon seven (7) day's written notice to the Owner's Representative, stop work or terminate this Contract and recover from the Owner payment for all work executed.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 26). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structures: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as a result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 25 - RESPONSIBILITY FOR WORK Continued:

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the contraction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road-construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 39 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor therefrom. The issuance of a certificate of partial completion shall not be constructed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract. The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Claims filed or reasonable evidence indicating probable filing of claims by Contractor against Owner.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Worker's Compensation**
- (b) Contractor's Public Liability and Property Damage -**

Bodily Injury:

each person	_____	\$	_____
each person	_____	\$	_____

SEE INSTRUCTIONS TO BIDDERS

Property Damage:

each accident	_____	\$	_____
aggregate	_____	\$	_____

- (c) Automobile Public Liability and Property damage -**

Bodily Injury

each person	_____	\$	_____
each accident	_____	\$	_____

SEE INSTRUCTIONS TO BIDDERS

Property Damage:

each accident	_____	\$	_____
---------------	-------	----	-------

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Provisions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a thirty (30) day's written notice of cancellation in favor of the Owner. **(SEE SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION)**

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

SEC. 30 - ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owners or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. The parties agree that the Owner shall not be responsible or liable for any delays in Contractor's progress or completion of the work that are caused, in whole or in part, by the acts or omissions of other contractors, subcontractors, or third parties.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contract, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical observation of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISION

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 – JURISDICTION AND VENUE; MEDIATION, LITIGATION AND ARBITRATION

As a condition precedent to any suit or arbitration being filed or initiated, any controversy or claim arising out of or relating to this contract, or the breach thereof, is subject to mandatory mediation to take place in Hidalgo County, Texas at a time agreed upon by the parties. Such mediation must be held within thirty (30) days after the date either party requests mediation, unless otherwise agreed. The Parties agree that any dispute arising out of or related to this Contract would likely involve an inquiry and interpretation of a substantial federal issue. Accordingly, the parties further agree that, if such mediation is unsuccessful, the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this Contract shall be in the United States District Court for the Southern District of Texas, McAllen Division. The Owner and Contractor agree and stipulate that the United States District Court for the Southern District of Texas, McAllen Division, has personal jurisdiction over the parties. However, if federal subject matter jurisdiction is found to be lacking in any legal action, or if a federal court otherwise refuses or fails to exercise jurisdiction over the parties or the dispute, the Parties agree to submit any dispute arising out of or related to this Contract to binding arbitration pursuant to the Texas General Arbitration Act, Chapter 171 of the Texas Civil Practice and Remedies Code ("TAA") and the terms of this Section 36. To the extent that TAA and this Section 36 conflict, the provisions of this Section 36 will apply.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

The parties will select a single arbitrator in accordance with the rules of the American Arbitration Association. The parties further agree that all depositions in any arbitration shall be limited to a total of 24 hours for each party. The parties further agree that the parties shall not serve interrogatories or requests for admission on the other party. The parties further agree that the parties will instruct the Arbitrator, and the Arbitrator is required, to follow the substantive law of the State of Texas and to issue a reasoned award with findings of fact and conclusions of law. **The Arbitrator does not have authority to render a decision which contains a reversible error of state or federal law; the Arbitrator exceeds the Arbitrator's powers if the Arbitrator renders a decision which contains a reversible error of state or federal law.** The parties further agree that a court reporter shall be present and keep a record of all hearings, which shall be conducted in Hidalgo County, Texas, and the cost of which will be divided equally among the parties notwithstanding any final award entered by the Arbitrator. The parties further agree that the award of the Arbitrator may be reviewed based on the record by a state district court having jurisdiction over the parties and the subject matter and that, notwithstanding the applicability of the TAA, such district court shall conduct a *de novo* review of the award of the Arbitrator and consider any improper application of the law, and/or abuse of discretion by the Arbitrator, in considering the award of the Arbitrator and determining whether to confirm, vacate or modify the award of the Arbitrator. The parties further agree that any judgment or final order entered by the district court is subject to further appellate review consistent with applicable rules of appellate procedure that otherwise would be followed upon a judgment or final order being issued by such district court.

SEC. 37 - COORDINATION WITH OTHER PARTIES

The Contractor shall coordinate the Contractor's schedule with the schedule, work, labor, materials and/or equipment provided by all other contractors, subcontractors, manufacturers and suppliers to ensure timely completion of the project. The Contractor shall be responsible for reducing, mitigating, eliminating or limiting any delays or damages caused, in whole or in part, by all other contractors, subcontractors, manufacturers, suppliers and any other third parties, including, but not limited to, delays or damages caused by a lack of access to the lands upon which the work under the Contract is to be done. The parties agree that the Owner is not liable for any delays or damages caused, in whole or in part, by any other contractors, subcontractors, manufacturers, suppliers and/or any other third parties. The Contractor shall provide at his own expense and without liability to the Owner any land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - LAND FOR WORK

The Owner shall provide as indicated on Drawings and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Contractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 38 - LAND FOR WORK Continued:

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 39 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 40 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable. The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

(b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness or liens, with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled. In the event that the Contractor has previously made a claim that is still unsettled, the Owner shall be entitled to withhold from the final payment, as an offset, any amounts that the Owner, in its sole discretion, believes that the Contractor may owe to the Owner for liquidated damages or for the Contractor's failure to timely complete the project. Notwithstanding anything to the contrary herein, the Owner shall not be liable, in any event, for any interest that accrues on any amount(s)

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 40 - ACCEPTANCE AND FINAL PAYMENT Continued:

withheld from the final payment, as an offset, that the Owner, in its sole discretion, believes that the Contractor may owe to the Owner for liquidated damages or for the Contractor's failure to timely complete the project.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certified, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per-cent (%) annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor. The Owner shall not be responsible for paying any interest on any amount(s) withheld from any progress payments or from final payment that the Owner, in its sole discretion, believes that the Contractor may owe to the Owner for liquidated damages or for the Contractor's failure to timely complete the project.

SEC. 41 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 42 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 43 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 44 - PAYMENT SCHEDULE

Contractor to submit to the City, Certificate for Payment on or before the 1st of the month. City to reciprocate with payment on or before the 30th of the same month.

SEC. 45 - RETAINAGE

Contracts equaling a total amount of \$400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less than \$400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 46 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one work week.

SEC. 47 - INDEMNITY AND HOLD HARMLESS AGREEMENT

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S REPRESENTATIVE, THE ENGINEER/ARCHITECT AND THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DAMAGE, LOSS OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DEATH OR TO ANY INJURY TO DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

SEC. 48 - RIGHT TO AUDIT

The City of McAllen reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of McAllen, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION Continued:

SEC. 48 - RIGHT TO AUDIT Continued:

and records maintained by the vendor(s) with respect to the Construction Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

SEC. 49 – LIMITATION OF LIABILITY

THE OWNER’S LIABILITY TO CONTRACTOR UNDER ANY CLAIM FOR BREACH OF CONTRACT IS LIMITED PURSUANT SECTION 271.153 OF THE TEXAS LOCAL GOVERNMENT CODE.

NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER’S LIABILITY TO CONTRACTOR SHALL NOT EXCEED THE DIFFERENCE BETWEEN CONTRACTOR’S ACTUAL COSTS TO COMPLETE THE WORK, ON ONE HAND, AND THE TOTAL AMOUNT OF COMPENSATION FOR WHICH CONTRACTOR AGREED TO PERFORM ALL OF THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS AS REFERENCED IN THE BID SCHEDULE AND IN SECTION 4 OF THE CONTRACT AGREEMENT,

ALLOWING FOR ADJUSTMENTS IN THE COMPENSATION OWED TO CONTRACTOR PURSUANT TO ANY CHANGE ORDERS AGREED UPON BY THE PARTIES IN WRITING, ON THE OTHER HAND. ADDITIONALLY, REGARDLESS OF THE NATURE OF ANY CLAIM(S) ASSERTED AGAINST THE OWNER, THE PARTIES AGREE THAT THE OWNER SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY LABOR OVERRUN, EQUIPMENT OVERRUN, MATERIAL ESCALATION, EXTENDED FIELD COSTS, DELAYS CAUSED BY THE SUBMISSION OF INCORRECT OR INCOMPLETE SUBMITTALS, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER NON-DIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BONDING CAPACITY, UNABSORBED HOME OFFICE OVERHEAD, LOSS IN LABOR PRODUCTIVITY, OR ANY CONSEQUENTIAL DAMAGES THAT OTHERWISE WOULD BE ALLOWED UNDER SECTION 271.153(A)(1) OF THE TEXAS LOCAL GOVERNMENT CODE.

SEC. 50 - CHAPTER 2270, TEXAS GOVERNMENT CODE

“In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

The signatory executing the contract on behalf of company must verify that the company does not boycott Israel during the term of this contract.”

**SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT FOR
ENGINEERING/ARCHITECTURAL
CONSTRUCTION**

1. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. For required coverages see INSTRUCTIONS TO BIDDERS on section entitled INSURANCE REQUIREMENTS.

Types of insurance normally required are: (SEE) INSTRUCTIONS TO BIDDERS on section entitled INSURANCE REQUIREMENTS

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificate showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement. "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Owner."

PREAMBLE TO RULE 110.110

The Texas Workers' Compensation Commission adopts new §110.110, concerning requirements for governmental entities awarding a contract for a building or construction project, and for persons providing services on a building or construction project for a governmental entity. The new rule is adopted with changes to the proposed text published in the April 26, 1994 issue of the Texas Register (19 TexReg 3131). Subsections (a)(7) and (c)(7) were amended by adding language to further clarify who is covered by the rule. Subsections (c)(7)(J) and (e)(3) were added to clarify that a contractor or subcontractor is representing to the governmental entity that workers' compensation coverage is provided. Subsections (d)(8)(C) were added to require specific language regarding representations of coverage to be added to contracts to provide services on the project. Subsections (c)(7)(F), and (c)(7)(I)(5), (d)(5), (d)(8)(F), (e)(6), and (e)(8)(F) were amended to reduce the retention period for contractors and other persons providing services on the project from three years to one year. Subsection (g) was changed to state that this rule applies to contract advertised for bid after September 1, 1994, rather than awarded after September 1, 1994.

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The commission is aware that this statutory requirement is not being met, and this rule is designed to achieve compliance and to implement a recordkeeping process which will enable oversight of compliance. The rule does this by placing requirements on the governmental entity and on contractors and other persons providing services on a project. These requirements include coverage, certificates of coverage, posted notices of coverage, and notification of changes in coverage status. The rule does not create any duty or burden on anyone which the law does not establish.

The rule defines terms which apply to governmental entity building or construction projects and sets up a clear procedure for governmental entities and contractors that bid for building and construction projects to follow in complying with the requirements of the Texas Labor Code §406.096. It also defines "persons who provide services on a project" who are subject to the statutory requirement of coverage, and sets forth their requirements to comply with the statute and the rule. It specifically excludes persons such as food/beverage vendors whose deliveries and labor are not permanently incorporated into the project. The rule puts persons on notice that providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other persons providing services on the project to administrative penalties, civil penalties, or other civil actions.

The rule requires a governmental entity to timely obtain certificates of coverage, retain them for the duration of the project plus three years, and provide them to the commission upon request and to others entitled to them by law. It also requires the governmental entity, as a prerequisite to awarding a contract, and as part of the contract, to require that the contractor: provide coverage and certificates of coverage for the contractor's employees; timely obtain and provide the governmental entity all required certificates of coverage for all persons providing services on the project; retain certificates of coverage on file for the duration of the project and for one year thereafter; notify the governmental entity in writing by certified mail or person delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; post notices on each project site; and contractually require persons with whom it contracts to do the same, with the certificates of coverage to be provided to the person

PREAMBLE TO RULE 110.110 Continued:

for whom they are providing services. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. It further established a method for obtaining the certificates from persons providing services on the project and providing them to the governmental entity.

It requires a contractor awarded a building or construction contract to: provide workers' compensation coverage to the contractor's employees for the duration of the project; file a certificate of coverage of the contractor's employees with the governmental entity prior to being awarded a contract; obtain and provide to the governmental entity, certificates of coverage from each other person with whom it has contracted to provide services on the project, prior to that person beginning work on the project; obtain and provide new certificates of coverage shown on the current certificate ends during the duration of the project; retain all certificates of coverage for the duration of the project and for one year thereafter; notify the governmental entity of material changes in coverage; contractually require each other person with whom it contracts to provide a certificate of coverage; and post notices on each project site.

All other persons providing services on a project have the same requirements as a contractor, with the exception of posting notices and with the exception that the certificate of coverage is given to the person for whom they contracted to provide services on the project. The rule uses the term "persons providing services on the project" in lieu of the statutory term "subcontractor" because the term "subcontractor" as used in the statute (§406.096) and in this rule is broader than standard industry usage. The use of the different terminology will prevent confusion.

The rule does not create any duty or burden on anyone which the law does not establish.

The new rule is adopted under the Texas Labor Code, §402.061, which authorizes the commission to adopt rules necessary to administer the Act, and Texas Labor Code, §406.096, which establishes requirements for governmental entities, contractors, and subcontractors ("persons providing services on the project") regarding workers' compensation coverage for workers on compensation coverage for workers on public building or construction projects.

Rule 110.100 Reporting Requirements for Building or Construction Projects for Governmental Entities

- (a) The following word and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
 - (1) Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction - Has the meaning defined in the Texas Labor Code, (e)(1).

PREAMBLE TO RULE 110.110 Continued:

- (3) Contractor - A person bidding for or awarded a building or construction project by a governmental entity.
- (4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for person providing services on the project.
- (6) Duration of the project - Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
- (7) Persons providing services on the project ("subcontractor" in §406.096 of the Act) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:

PREAMBLE TO RULE 110.110 Continued:

- (1) include in the bid specifications, all the provisions of subsection (d) of this rule, using the language required by paragraph (7) of this subsection;
- (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this rule;
- (3) obtain from the contractor a certificate of coverage for each person providing services of the project, prior to that person beginning work on the project;
- (4) obtain from the contractor a new certificate of coverage showing extension of coverage:
 - (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven (7) days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;
- (5) retain certificates of coverage on file for the duration of the project and for three years thereafter;
- (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
- (7) use the following language for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standard of documentation in Figure 1:

Article __. Worker's Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project-includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

PREAMBLE TO RULE 110.110 Continued:

Persons providing services on the project (“subcontractor” in §406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting a classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.044(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificate of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

PREAMBLE TO RULE 110.110 Continued:

- H. The contractor shall post on each project site a notice, in the text, for and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any persons providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with

PREAMBLE TO RULE 110.110 Continued:

J. Continued: the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

PREAMBLE TO RULE 110.110 Continued:

- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2 provided by the commission on the sample notice, without any additional word or changes:

(Figure 2)

REQUIRED WORKERS' COMPENSATION COVERAGE

“The law required that each person working on this site or providing services related to this construction project must be covered by workers’ compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.”

“Call the Texas Workers’ Compensation Commission at 512-440-3789 to receive information on the legal requirements of coverage, to verify whether your employer has provided the required coverage or to report an employer’s failure to provide coverage.” and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

PREAMBLE TO RULE 110.110 Continued:

- (E) obtain from each other person with whom it contracts and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.
- (e) A person providing services on a project, other than a contractor, shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
 - (3) have the following language in its contract to provide services on the project:

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties criminal penalties, civil penalties, or other civil actions.”

PREAMBLE TO RULE 110.110 Continued:

- (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
- (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten (10) days after the person knew or should have known of the change; and
- (8) contractually require each other person with whom it contracts to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

PREAMBLE TO RULE 110.110 Continued:

- (G) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or applications, and to this end the provisions of this rule are declared to be severable.
- (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994.

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Articles 5159A and 5160 of the Revised Civil statutes of Texas which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any officer or public body thereof, or in the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The Contractor shall forfeit as a penalty to the State, County, City and County, City, Town, District or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of monies becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be so withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

PREVAILING WAGE LEGAL REQUIREMENTS Continued:

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents.

SECTION 4. Any construction or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be “public works” within the meaning of political subdivision of this State in which the building, highway, road, excavation, or other structures, project, development or improvement is situated in all cases in which the contract is awarded by the State, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term “general prevailing rate of per diem wages” shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this act, however, shall be construed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or persons, firm or corporation, entering into a formal contract with this State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has furnished labor or materials used in the construction or repair or any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment rendered thereon, subject, however, to the priority of the claims and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then, after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said intervenors. Provided, further, that all claims for labor and materials furnished to said Contractor, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by Statutes as to mechanic’s lien claims, and such claims shall be filed with the County Clerk of the County, in which said work is being prosecuted, within ninety (90) days from the date of the delivery of said material and the performance of said work. The County Clerk shall note on the mechanic’s lien record, the name of the claimant, the amount claimed, the name of the contractor and the name of the county, School District, other subdivisions, or municipality with which the contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

PREVAILING WAGE LEGAL REQUIREMENTS Continued:

ARTICLE 5160. Bond for Wages Continued:

Provided further, that after completion and acceptance of completed project all moneys due contractor under said contract shall be held by the state or its counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and material under this contract has been paid in full by the Contractor.

Acts 1913, P. 185; Acts 1929, 41st leg., P.4881. Ch. 22 paragraph 1.

GENERAL PREVAILING WAGE RATE

CITY OF McALLEN, TEXAS

General Decision Number: TX180305 09/14/2018 TX305

Superseded General Decision Number: TX20170305

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	09/14/2018

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic		
Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

GENERAL PREVAILING WAGE RATES Continued:

IRON0084-011 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.77	7.12

PLUM0412-004 04/01/2013

	Rates	Fringes
PLUMBER.....	\$ 31.14	12.43

SUTX2014-031 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 16.17	0.00
CARPENTER.....	\$ 14.21	2.22
CEMENT MASON/CONCRETE FINISHER...	\$ 12.46	0.00
ELECTRICIAN.....	\$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 11.54	2.17
IRONWORKER, REINFORCING.....	\$ 12.01	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.04	4.34
LABORER: Common or General.....	\$ 8.00	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.89	0.96
LABORER: Pipelayer.....	\$ 11.00	3.47
LABORER: Roof Tearoff.....	\$ 10.06	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.04	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83	0.00
OPERATOR: Grader/Blade.....	\$ 10.00	0.00

GENERAL PREVAILING WAGE RATES Continued:

OPERATOR: Loader.....	\$ 12.87	0.70
OPERATOR: Mechanic.....	\$ 17.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.70	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 11.27	0.00
PIPEFITTER.....	\$ 15.22	3.16
ROOFER.....	\$ 11.42	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 12.15	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

GENERAL PREVAILING WAGE RATES Continued:

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

GENERAL PREVAILING WAGE RATES Continued:

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

GENERAL PREVAILING WAGE RATES Continued:

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**AFFIDAVIT AND WAIVER OF LIEN
PRIME CONTRACTOR**

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned Notary Public for said County and State
_____(Name of Individual),
_____(Title) of _____

(Prime Contractor), who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of _____

(Type of Contract) Contract for the construction of improvements at **Project No. #** _____

Project Title _____ (**Name of Project**), have been paid in full and that the above named Prime Contractor waives any claims and released _____

(Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

(Prime Contractor)

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**RELEASE AND WAIVER OF CLAIMS BY
SUBCONTRACTORS AND PRODUCT VENDORS**

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said County and State (Name of Individual), _____ (Title) of _____ (Company), who, being duly sworn by me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liability have been paid in full, or that funds are in hand to discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing labor or products in the construction of improvements at **Project No. #** _____ **Project Title** _____
_____ (**Name of Project & Location**), upon receipt of check in the amount \$ _____, the undersigned company waives any claims and releases (Owner) _____ (Contractor) from any rights or claims for debts due and owing by virtue of the furnishing of any labor or products and any lien therefore.

(Name of Company)

Signature: _____

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**CONTRACTOR'S AFFIDAVIT
AS TO STATUS OF LIENS**

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned Notary Public for said County and State,
_____(Name of Individual), _____ (Title), of _____ (Prime Contractor),
who being duly sworn by me states on oath that to the best of his knowledge and belief, except as
listed below, the Releases and Waivers of Claim attached hereto include all Subcontractors and all
suppliers of labor, products, and equipment provided by all persons who may have lien against the
property of _____ (Owner), **Project No. #__ Project Title _____**
_____, located at _____ (Location of Project),
arising out of the construction of improvements thereon.

Exceptions: (If none, write "NONE." Any exception listed shall be bonded by the Contractor to
indemnify the Owner, and a copy of each such bond shall be attached hereto.)

- 1.
- 2.
- 3.
- 4.

(Name of Company)

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this _____ day of _____, 20____

Notary Public
My Commission Expires: _____

TECHNICAL SPECIFICATIONS

SECTION 01010 - SUMMARY OF WORK**PART 1 - GENERAL****1.01 SUMMARY****A. Project identification:**

McAllen-City Hall Lactation Room
1300 W Houston Ave,
McAllen, TX 78501

B. Work Covered by Contract Documents:**Base Bid:**

The project will consist of demolition of area as specified in plans to include new cabinetry, metal studs, insulation, sheetrock, painting, electrical, plumbing, cabling and new man door as detailed in plans and specifications.

C. Particular project requirements:

1. Existing site conditions and restrictions:
(To be covered at pre-construction meeting)
2. Requirements for sequencing or scheduling:
(To be covered at pre-construction meetings)
3. Prior or concurrent work by Owner or others:
(To be covered at pre-construction meetings)
4. Owner's partial occupancy:
(To be covered at pre-construction meetings)
5. Contractor's use of existing facilities: Not Allowed.

D. Permits: Apply for, obtain, and pay for permits required to perform the work. Submit copies to Architect.**E. Codes:** Comply with applicable codes and regulations of authorities having jurisdiction. See individual specification Sections for requirements and submittals. Submit copies of inspection reports, notices and similar communications to Owner.**F. Dimensions:** Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.

- G. Existing Conditions: Notify Owner of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval.
- H. Definitions for terms used in the specifications:
 - 1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
 - 2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of 'Approved' in General and Supplementary Conditions.
 - 3. Match Existing: Match existing as acceptable to the Owner.
- I. Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.
- J. Writing style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, 'Provide tile' means 'Contractor shall provide tile.'

END OF SECTION-01010

SECTION 01045 – CUTTING AND PATCHING**PART 1 - GENERAL****1.1 COORDINATION**

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.3 RELATED SECTIONS

- A. Section 01100 – Summary: Work by Owner or by separate Contractors.
- B. Section 01120 – Alteration Project Procedures.
- C. Section 01600 – Substitution Procedures.
- D. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to work of the section.
 - 2. Advance notification to other sections of openings required in work of those sections.
 - 3. Limitations on cutting structural members.

1.4 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate Contractor.

B. Include in request:

1. Identification of Project.
2. Location and description of affected Work.
3. Necessity for cutting or alteration.
4. Description of proposed Work and Products to be used.
5. Alternatives to cutting and patching.
6. Effect on work of Owner or separate Contractor.
7. Written permission of affected separate Contractor.
8. Date and time work will be executed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Primary Products: Those required for original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Section 01600 – Substitution Procedures.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, assess conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work. Avoid unnecessary or extended exposure to weather of work exposed by cutting. Avoid entrapment of moisture or other deleterious mater between existing substrates and new work.
- C. Maintain excavations free of water.

3.3 CUTTING

- A. Execute cutting and fitting including excavation and fill to complete the Work.
- B. Uncover work to install improperly sequenced work.
- C. Remove and replace defective or non-conforming work.
- D. Remove samples of installed work for testing when requested.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

3.4 PATCHING

- A. Execute patching to complement adjacent Work.

- B. Fit Products together to integrate with other Work.
- C. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Employ skilled installer to perform patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.
- E. Restore work with new Products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION-01045

SECTION 01100 - SUMMARY**PART 1 - GENERAL****1.1 SUMMARY OF WORK**

A. Project Identification: As follows:

Project: McAllen-City Hall Lactation Room Located at 1300 W Houston Ave,
McAllen, TX 78501

1. Owner: City of McAllen

B. Contract Documents, dated September 2018 were prepared by City of
McAllen Staff. Base Bid: This project consists of the following:

The project will consist of demolition of area as specified in plans to include new cabinetry, metal studs, insulation, sheetrock, painting, electrical, plumbing, cabling and new man door as detailed in plans and specifications.

Upon substantial completion of this project, the area will be a complete working system. Contractor's Use of Premises: During construction, Contractor shall secure area to ensure the general public cannot enter work area. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project:

1. These facilities will continue its occupancy and operations as such, contractor's activities shall not interfere with the operations as currently exist. A cooperative effort and relationship shall be established and exist between contractor and all involved personnel.
2. 24-hour notice to owner to advise of work to be performed.
3. Normal business working hours will be observed.

END OF SECTION - 01100

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 COORDINATION

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 UNIT PRICES

- A. Changes to the Work incorporating Unit Prices will be made by Change Order.

1.3 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order on AIA Document G701, for all changes to Contract Sum or Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.4 PAYMENT PROCEDURES

- A. Submit a Schedule of Values **at least 10 days before** the first Application for Payment. In Schedule of Values, break down Contract Sum into at

least one-line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule.

- B. Submit 3 copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

END OF SECTION - 01200

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 COORDINATION

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
- C. Progress meetings will be held at Project site every two weeks. Notify Owner and Architect of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend. The Contractor shall:
 - 1. **Prepare a progress meeting agenda.**
 - 2. **Prepare a sign in sheet for each progress meeting.**
 - 3. **Prepare minutes of each meeting and distribute to parties present.**

1.3 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within twenty (20) days after date established for Commencement of the Work.
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, Architect, subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Architect, subcontractors, and parties required to comply with dates.

1.4 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Architect will not accept submittals from sources other than Contractor.
- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4 by 5 inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.

2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- D. Coordinate each submittal with other submittals and with work that does not require submittals.
- E. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnishes specialties and accessories.
- F. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return the reproducible print.
- G. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.

4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- H. Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

END OF SECTION-01300

SECTION 01340 - SUBMITTALS**PART 1 - GENERAL****1.1 COORDINATION**

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 WORK INCLUDED

- A. Provide shop drawings, product data, physical samples and color samples as indicated herein and in each technical section of these specifications.

1.3 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Additional submittal requirements specific to the particular section of the specifications.

PART 2 - PRODUCTS**2.1 SHOP DRAWINGS**

- A. Prepare shop drawings using competent draftsmen, clearly and precisely showing the following:
 - 1. The size and gage of members.
 - 2. The method of anchoring and securing members of parts together.

3. The quantity and location of each item.
 4. Other pertinent data necessary to show the Work to be done and where and how it is to be done.
- B. Prepare Drawings to scale, including full size details as required to fix and illustrate the Work required. Do not use Contract Documents or reproductions thereof as shop drawing submittals.
- C. Each sheet of Drawings shall be 30 x 40 inches maximum size with borders. Provide a title block in the lower right hand corner with the following information:
1. Title of the sheet.
 2. Name and location of Project.
 3. Names of:
 - a. Architect/Engineer.
 - b. General Contractor.
 - c. Manufacturer of the specified materials and equipment.
 4. The date of the Submittal.
 5. The date of each correction or revision.
 6. **Submittal number including Division No.** (such as submittal no. 3 under Division 11 numbered "11-03").
- C. Fold drawings to 8-1/2x11 inch dimensions with title block exposed to top.
- D. Check the Drawings and add any corrections of field measurements needed. Stamp and sign the Contractor's approval, checker's signature, and date of approval before submitting to the Architect. Shop Drawings which do not bear the Contractor's stamp or have not been reviewed by the Contractor, will be returned by the Architect without review or approval.
- F. Number Shop Drawings consecutively. Indicate working and erection dimensions, arrangements, sectional views, necessary details including

complete information for making connections with other Work, kinds of materials, and finishes.

- G. Provide a transmittal letter in duplicate, pointing out any deviations from items, methods or named manufacturers included in the Specifications or on the Drawings. Note submittal file number including Division.
- H. Submit **six (6)** blue line prints of each Shop Drawing sheet. Make such corrections, changes, resubmit bound sets of Shop Drawings prints, as required herein, until approved is obtained. Any corrections or changes indicated on Shop Drawings shall not be considered as an extra work order.

2.2 PHYSICAL SAMPLES

- A. Provide duplicate samples of items as specified. Samples shall be 12 inches square or 12 inches long unless noted otherwise. Minimum liquid samples shall be 1 pint. Installed materials shall match approved samples.
- B. For Architect's permanent files provide one (1) 6" x 6" sample of all interior finishes, colors and materials (aluminum finish, glazing, plastic laminate, paint finish flooring materials, ceiling finish, etc.)
- C. Provide a transmittal letter with each sample, listing the following:
 - 1. Specification section title and paragraph specifying the material.
 - 2. Name and location of Project
 - 3. Names of:
 - a. Architect/Engineer.
 - b. General Contractor.
 - c. Manufacturer of the specified materials and equipment.
 - 4. The date of the Submittal.
 - 5. Submittal file number including Division.
- E. If samples are not acceptable they will be returned directly to the Contractor for modification and resubmission.
- F. If samples are acceptable, notification will be sent directly to the Contractor, and the sample retained for comparison with the complete Work.

2.3 MANUFACTURER'S PRODUCT DATA

- A. Provide **six (6)** copies of pre-printed Product Data of items as specified. Carefully mark out all items not applicable to the specified item.
- B. Standard catalogs, brochures, etc. including information not applicable to the project and not marked through, will be returned without review or approval.
- C. Provide a transmittal letter with the Product Data from each manufacturer, listing the following information:
 - 1. Name and location of Project.
 - 2. Names of:
 - a. Architect/Engineer.
 - b. General Contractor.
 - c. Manufacturer of the specified materials and equipment.
 - 3. The date of the Submittal.
 - 4. Submittal file number including Division.
- D. If Product Data is not approved, one copy will be marked and returned directly to the Contractor for modification and resubmission.
- E. If Product Data is approved, notification and one copy of the acceptable Product Data will be sent directly to the Contractor.
- F. When requested by the Architect, provide six (6) copies of each ASTM Federal Specification, or other applicable documents referenced in the material Section.

PART 3 - EXECUTION

3.1 REVIEW PROCEDURE

- A. Submittals will be reviewed with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Architect shall be allowed a maximum review period of **fourteen (14)** calendar days. The

review of a separate item shall not indicate a review of an assembly in which the item functions. Submittals that contain excessive errors or that are incomplete will be returned without review and approval and any delay caused thereby shall be the responsibility of the Contractor.

- B. If any submittals are not approved as submitted, all copies will be returned directly to the Contractor for revision. The reviewed submittals will be returned to the Contractor as soon as practicable.
- C. The Contractor shall make all revisions as noted and shall resubmit the required number of corrected copies of submittals, until no exceptions are taken. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than those requested on previous submissions.
- D. The review of submittals shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has submitted, in writing, such deviations and written approval has been given to each specific deviation. The review shall not relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and samples.
- E. No portion of the Work requiring a submittal shall commence until the submittal has been approved as designated in the Conditions of the Contract. All such portions of the Work shall be in accordance with the submittal that has been stamped with final "Reviewed Without Exceptions" note, or "Approved" note.
- F. Materials and equipment specified or approved prior to beginning the Work are required to be used on the Project. Any proposed substitution resulting from no availability of specified items must be proven "better than" by the Contractor and approved in writing by the Architect. Substitutions included in submittals shall be so noted and brought to the Architect's attention in the submittal and on the transmittal. Failure to follow this procedure will render the substitution as not acceptable whether or not reviewed by the Architect.
- G. The Contractor shall have the approved shop drawings at the site at all times for use in the construction of the Work. Failure of the Contractor to supply such drawings will be deemed sufficient cause to delay the Work until such drawings are available for field use and reference.

- H. For submittals that will be reviewed by one of the Architect's consultants, these submittals shall be delivered directly to the Architect. The Architect will then be responsible to provide the Consultant with a copy of the submittal.
- I. For submittals that will be reviewed by one of the Architect's consultants, do not send to the Consultant as part of the package any items which will be reviewed by the Architect. As an example, do not provide a single submittal package combining Structural Steel and Miscellaneous Metal Fabrications.

END OF SECTION-01340

SECTION 01411 - ENVIRONMENTAL PROTECTION**PART 1 - GENERAL****1.01 GENERAL REQUIREMENTS**

The contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

A.SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

B. PERMITS

The Contractor shall obtain all needed permits or licenses. The Owner will not obtain any permits for this project. The Environmental Protection Agency (EPA), through the national pollutant discharge elimination system (NPDES), requires general permits, a notice of intent, and a notice of discontinuation. The Contractor shall be responsible for implementing the terms and requirements of the appropriate permits as needed and for payment of all fees.

C. PRECONSTRUCTION SURVEY

Prior to starting any onsite construction activities, the Contractor and Owner shall make a joint condition survey, after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs, and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the owner and the Contractor upon mutual agreement as to its accuracy and completeness.

D.MEETINGS

The Contractor shall meet with representatives of the Owner to change the environmental protection plan as needed for compliance with the environmental pollution control program.

E. NOTIFICATION

The Owner will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Owner of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

F. PREVIOUSLY USED EQUIPMENT

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed.

G. PAYMENT

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

1.02 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

A. WORK AREA LIMITS

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

B. LANDSCAPE

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Fencing shall be erected at sufficient distance from a tree trunk (usually equal to the diameter of the tree crown) to prevent compaction of soil over the root spread.

C. UNPROTECTED ERODIBLE SOILS

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Owner.

D. DISTURBED AREAS

The Contractor shall effectively prevent erosion and control sedimentation through approved methods and Best Management Practices (BMP's) including, but not limited to, the following:

1. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.

2. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
3. Sediment basins. Sediment from construction areas maybe trapped in temporary or permanent sediment basins in accordance with the drawings. The basins shall accommodate the runoff of a local 5 year storm (6.1" in 24 hours). After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain basin effectiveness. Overflow shall be controlled by paved weirs or by vertical overflow pipes. The collected topsoil sediment shall be reused for fill on the construction site, and/or stockpiled for use at another site. The Contractor shall institute effluent quality monitoring programs as requested by State and local environmental agencies.
4. De-watering of site and control of water quality. All water discharged from any excavation will be deposited at approved locations only. The Contractor will monitor water quality and not dispose of any material illegally. De-watering methods will be included in the Contractor's SWPPP.

E. CONTRACTOR FACILITIES AND WORK AREAS

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Owner. Temporary movement or relocation of Contractor facilities shall be made only when approved. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings. Temporary excavation and embankments for plan and/or work areas shall be controlled to protect adjacent areas from despoilment.

1.03 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of

water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

A. WASHING AND CURING WATER

Waste waters directly derived from construction activities shall not be allowed to enter stormwater or wastewater facilities.

B. FISH AND WILDLIFE

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife.

1.04 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State of Texas rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality, if required, shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Owner to ensure compliance.

A. PARTICULATES

Dust particles, aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance.

Sprinkling, chemical treatment of an approved type, light bituminous treatment baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

B. HYDROCARBONS AND CARBON MONOXIDE

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

C. ODORS

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

D. SOUND INTRUSIONS

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the City ordinances.

1.05 WASTE DISPOSAL

Disposal of wastes shall comply with all applicable City requirements and as specified below.

A. SOLID WASTES

Solid wastes (excluding clearing debris) shall be placed in containers and emptied on a regular schedule. Handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. Contractor shall dispose of classified non-hazardous solid waste at disposal area. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

B. HAZARDOUS WASTES

The Contractor shall take sufficient measures to prevent spillage of hazardous materials during dispensing and collect waste in suitable containers observing compatibility. Toxic materials shall not be used within the construction site. The Contractor shall immediately transport hazardous waste and dispose of it in compliance with Federal and local laws and regulations. Storage of hazardous waste on the construction site is prohibited. Spills of hazardous materials shall be immediately reported to the Owner. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

C. BURNING

Burning will not be allowed.

1.06 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Existing historical, archaeological, and cultural resources within the Contractor's work area will be so designated by the Owner, if any has been identified. The Contractor shall take precautions to preserve all such resources as they existed at the time they were first pointed out. The Contractor shall provide and install protection for these resources and be responsible for their preservation during the life of the contract. If during excavation or other construction activities any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone charcoal, or other deposits; rocks or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Owner. While waiting for instructions the Contractor shall record, report, and preserve the finds in accordance with the requirements of the Texas State Historical Preservation Office.

1.07 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

1.08 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas at no costs to the OWNER.

1.09 MAINTENANCE OF ANTI-POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.10 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION - 01411

SECTION 01460 - LABORATORY TESTING AND INSPECTION SERVICES**PART 1 - GENERAL****1.01 GENERAL DESCRIPTION OF WORK:**

- A. This item shall consist of all required testing and inspection services required to provide certification that the completed construction is in substantial compliance with the contract, plans and specifications.
- B. Testing and inspections shall include: all underground utilities (water, sewer & drainage), roadway embankment, subgrade, base & asphalt, curbs of all types, concrete pavements, concrete structures, signage, striping, and all other facilities as may be included in the overall scope of construction.
- C. Inspections may include observations to determine compliance with the prescribed stormwater pollution prevention plan (SW3P), trench safety, personal protection equipment and traffic control plans.
- D. The ENGINEER has the authority to observe, test, inspect, approve, and accept the work. The ENGINEER decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The ENGINEER has the authority to enforce and make effective these decisions.
- E. The ENGINEER acts as a referee in all questions arising under the terms of the Contract. The ENGINEER's decisions will be final and binding.

PART 2 - PRODUCTS (not used)**PART 3 - EXECUTION****3.01 LABORATORY TESTING**

- A. All required laboratory testing shall be completed by an independent, qualified testing laboratory approved by the CITY. All initial testing shall be paid for by the CITY. Any retesting required shall be paid for by the CONTRACTOR.
- B. Cost for additional review time will be billed to the CONTRACTOR by the OWNER for the actual hours required for the re-testing in accordance with the current rates as established by the contract between the CITY and the Testing Lab. Cost for the additional review shall be paid to the OWNER by

the CONTRACTOR on a monthly basis.

3.02 INSPECTIONS

- A. PROVIDERS: All required inspections shall be provided by either the independent testing laboratory or by the City of McAllen Engineering department staff. All initial inspections conducted during normal business hours (8:00 am to 5:00 pm, Monday – Friday, excluding Holidays) shall be provided by the CITY at no charge. Any inspections or testing requested by the CONTRACTOR to be provided at any other time will be paid for by the CONTRACTOR. Any re-inspections or re-testing required shall be paid for by the CONTRACTOR.
- B. COSTS: Cost for additional review time will be billed to the CONTRACTOR by the OWNER for the actual hours required for the retesting in accordance with the current rates as established by the contract between the CITY and the Testing Lab. Cost for the additional review shall be paid to the Owner by the CONTRACTOR on a monthly basis.
- C. INSPECTORS: Inspectors are authorized representatives of the ENGINEER. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the CONTRACTOR of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the ENGINEER. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the CONTRACTOR, or interfere with the management of the work. Inspection or lack of inspection will not relieve the CONTRACTOR from obligation to provide materials or perform the work in accordance with the Contract. CONTRACTOR shall provide safe access to all parts of the work and provide information and assistance to the ENGINEER to allow a complete and detailed inspection and give the ENGINEER sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the ENGINEER, may be ordered removed and replaced at CONTRACTOR's expense. CONTRACTOR shall remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance "Changes in the Work." If the work is unacceptable, CONTRACTOR shall assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed. When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the

CONTRACTOR. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

- D. FINAL INSPECTION: After all work is complete, the CONTRACTOR will request a final inspection by the ENGINEER authorized to accept the work. The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection. After the final inspection, if the work is satisfactory, the ENGINEER will notify the CONTRACTOR in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the ENGINEER will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the ENGINEER. Upon correction, the ENGINEER will make an inspection to verify that all deficiencies were corrected satisfactorily. The ENGINEER will provide written notice of the final acceptance.

3.03 SCHEDULING

- A. It shall be the CONTRACTOR'S responsibility to contact either the testing lab or the City of McAllen Engineering staff at least 48 hours before the required testing or inspection is to occur.
- B. It shall be the CONTRACTOR'S responsibility to plan the construction in such a manner to allow the appropriate tests and inspections to be conducted without disruption to the construction process.

3.04 PREPARATION

- A. CONTRACTOR shall be responsible for preparing the project site as necessary to conduct all required testing. This shall include, but may not be limited to: proper grading of construction site, completion of required compaction activities, complete installation of all forms, installation of all required reference points (grade stakes), provision of adequate traffic control, additional personnel and/or supplies and all necessary safety measures (i.e. OSHA compliant Trench Safety) as needed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. This work shall be considered incidental to the completion of the project and no additional compensation shall be paid for this work.

4.02 PAYMENT

A. No separate payment shall be made for this item.

END OF SECTION - 01460

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
- C. Product Substitutions: Substitution will only be considered during the bidding period. Substitutions include products and methods of construction differing from that required or specified by the Contract Documents.
 - 1. Submit three (3) copies of CSI Substitution Request Form for each request for product substitution no less than 10 days prior to bid date. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed

changes in Contract Sum or Contract Time should the substitution be accepted.

2. Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 1. Where a product or manufacturer is named, provide the item indicated or comply with provisions concerning product substitutions to obtain approval for use of an unnamed product or manufacturer.
 2. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 3. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 4. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 5. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

- D. Unless otherwise indicated, City will select color, pattern, and texture of each product from manufacturer's full range of options.

END OF SECTION - 01600

SECTION 01601 - SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 COORDINATION**

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 SUBSTITUTION REQUIREMENTS

- A. When material, article, or method is specified using name of proprietary product manufacturer, vendor, or method followed by phrase "or equal," specific item mentioned establishes basis upon which projects are to be built.
 - 1. Other manufacturers' materials, articles, and methods not named will be as substitutions provided required information is submitted on "SUBSTITUTION REQUEST FORM" and will not require substantial revisions of Contract Documents.
 - 2. This applies to specific construction methods when required by Contract Documents.
 - 3. Substitution Requests must be filled out on enclosed "Substitution Request Form".
- B. Whenever material, article, or method is specified or described without phrase "or equal," no substitutions will be allowed.

- C. Costs for redesigns due to substituted items are responsibility of Applicant.
- D. In making request for substitution, Applicant/Contractor represents that he:
 - 1. Has personally investigated proposed product or method and determined that it is equal in all respects to that specified.
 - 2. Will provide same guarantee for substitution as for product or method specified.
 - 3. Will coordinate installation of accepted substitution into work, making design and construction changes to complete work in all respects following the Contract Documents.

1.3 SUBMITTAL OF DATA FOR PROPOSED SUBSTITUTIONS

- A. In order for substitutions that do not change design intent to be considered, submit no later than 10 days prior to bid date deadline, 3 copies of complete data set forth herein to permit complete analysis of proposed substitutions listed on submitted "SUBSTITUTION REQUEST FORM".
 - 1. For Products:
 - a. Identification including manufacturer's name and address.
 - b. Manufacturer's literature, including but not necessarily limited to:
 - 1) Product description, performance, and test data.
 - 2) Reference standards.
 - c. Samples where appropriate.
 - d. Name and address of similar projects on which product was used and dates of installation with contact name and telephone number.
 - 2. For Construction Methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - c. Name and address of similar projects on which method was used and dates of use with contact name and telephone number.
 - 3. Comparison of proposed substitution with product or method specified

4. Data relating to impact on construction schedule by proposed substitution.
5. Impact on other contracts.

1.4 APPROVAL OF SUBSTITUTION

- A. Architect's decision regarding evaluation of substitutions will be final and binding.
- B. All approved substitutions will be incorporated into the Contract Documents by Addendum.

END OF SECTION-01601

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

A. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.

B. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:

1. Emergency instructions.
2. Copies of warranties.
3. Product Data.

PART 2 - EXECUTION

2.1 EXAMINATION AND PREPARATION

A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.

2.2 CUTTING AND PATCHING

A. Do not cut structural members without prior written approval of City Engineer.

B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

2.3 INSTALLATION

A. Comply with manufacturers written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.

3.4 FINAL CLEANING

B. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
3. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

C. Request Substantial Completion inspection once the following are complete:

1. Advise Owner of pending insurance changeover requirements.
2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
3. Deliver spare parts, extra materials, and similar items.
4. Remove temporary facilities and controls.
5. Complete final cleanup.
6. Touch up, repair, and restore marred, exposed finishes.
7. On receipt of a request for inspection, City's Engineering Department Personnel will proceed with inspection or advise Contractor of unfilled requirements. City's Engineering Department Personnel will prepare the Certificate of Substantial Completion after

inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.

- D. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
 - 1. Spare materials.
 - 2. Identification systems.
 - 3. Hazards.
 - 4. Warranties and bonds.
- E. Request inspection for certification of final acceptance, once the following are complete:
 - 1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
- F. City's Engineering Department Personnel will reinspect the Work on receipt of notice that the Work has been completed.
 - 1. On completion of reinspection, City's Engineering Department Personnel will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION - 01700

SECTION 01732 - SELECTIVE DEMOLITION**PART 1 - GENERAL****1.1 COORDINATION**

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- D. Conduct demolition without disrupting Owner's use of the building.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.1 DEMOLITION**

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Employ a certified, licensed exterminator to treat building and to control rodents and vermin.
- D. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- E. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- F. Protect building structure or interior from weather and water leakage and damage.
- G. Protect remaining walls, ceilings, floors, and exposed finishes. Erect and maintain dustproof partitions. Cover and protect remaining furniture, furnishings, and equipment.
- H. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- I. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- J. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION-01732

SECTION 01740 - CLEANING**PART 1 GENERAL****1.1 SUMMARY**

- A. During the course of the Work, maintain premises and adjacent sites free of waste, debris, and rubbish caused by construction operations.
- B. At completion of work, or at such other times as directed by the Engineer or Owner, remove waste, debris, rubbish, tools, equipment, machinery, and surplus materials. Clean sight-exposed surfaces; leave work area clean and ready for use.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain Project in accordance with the following safety and insurance standards:
 - 1. Occupation Safety and Health Administration (OSHA)
- B. Hazards Control:
 - 1. Store volatile wastes in an approved manner or remove from premises daily.
 - 2. Prevent accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with federal, state and local antipollution laws.
 - 1. Rubbish and waste materials shall not be burned or buried on Project site.
 - 2. Volatile wastes, such as mineral spirits, oil, or paint thinner, shall not be disposed of into storm or sanitary drains.
 - 3. Wastes shall not be disposed of into streams or waterways.

1.3 SUBMITTALS

- A. Product Data:

1. Manufacturer's recommendations for cleaning specified products.
2. Proposed cleaning products for products where manufacturer's recommendations are not specified.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Select and use cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.1 GENERAL

- A. Execute cleaning to ensure that buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish on a daily basis.
- B. Wet down materials and rubbish to lay dust and to prevent blowing dust.
- C. Clean site and public properties daily, and dispose of waste materials, debris, and rubbish.
- D. Provide on-site transportable cart containers for collection of waste, materials, debris, and rubbish as required.
- E. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible. Materials shall not be thrown from heights.
- G. Maintain equipment on site, while work is in progress, in clean and dust-free condition.
- H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly finished surfaces.

- I. Contain all runoff from Work and do not allow construction waste to leach into ground or water.

3.2 FINAL CLEANING

- A. Employ experienced workmen for final cleaning.
- B. In preparation for Substantial Completion, or occupancy, conduct final inspection of sight-exposed surfaces and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed finished surfaces.
- D. Repair, patch, and touch up marred surfaces to specified finish and to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces on grounds.
- F. Clean equipment units if cleaning is required due to construction dust and activities.
- G. Maintain cleaning until project, or designated portion thereof, is occupied by Owner.

END OF SECTION-01740

SECTION 01770 - CLOSEOUT PROCEDURES**PART 1 GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Closeout procedures.
2. Final cleaning.
3. Adjusting.
4. Project record documents.
5. Operation and maintenance data.
6. Warranties.
7. Spare parts and maintenance materials.
8. Demonstration and instructions.

B. Related Sections:

1. Section 01200 - Payment Procedures
2. Section 01500 - Temporary Facilities and Controls:
3. Section 01740 - Cleaning

1.2 CLOSEOUT PROCEDURES**A. Final Inspection:**

1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for inspection by the Project Manager and Engineer.
2. If Project Manager or Engineer performs reinspection due to failure of Work to comply with claims of status of completion made by

Contractor, Owner will compensate the Project Manager and Engineer for such additional services and will deduct the amount of such compensation from final payment.

- B. Submit final Application for Payment showing original Contract Sum, adjustments, previous payments, retainage withheld from previous payments, and sum remaining due.
- C. Closeout Submittals:
 - 1. Evidence of compliance with requirements of governing authorities.
 - 2. Construction photographs.
 - 3. List of subcontractors and suppliers, indicating firm name, area of responsibility or specialty, address, and telephone number.
 - 4. Certificate of Occupancy.
 - 5. Project Record Documents.
 - 6. Operation and Maintenance Data.
 - 7. Warranties.
 - 8. Keys and keying schedule.
 - 9. Spare parts and maintenance materials.
 - 10. Evidence of payment of Subcontractors and suppliers.
 - 11. Final lien waiver.
 - 12. Certificate of insurance for products and completed operations.
 - 13. Consent of Surety to final payment.

1.3 FINAL CLEANING

- A. Execute final cleaning in areas affected by work on this project prior to final inspection.
- B. Clean surfaces exposed to view:

1. Clean glass.
 2. Remove temporary labels, stains and foreign substances.
 3. Polish transparent and glossy surfaces.
 4. Vacuum carpeted surfaces; damp mop hard surface flooring.
 5. Pressure wash all horizontal surfaces with 1000 psi removing dirt and debris.
 6. Pressure wash all vertical surfaces with 100 psi removing dirt and debris
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs and drainage systems
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 FINAL PAYMENT

- A. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- B. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.

- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Location, type and size of work completed.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract Drawings.
- F. Prior to Substantial Completion transfer marks made during construction to two sets of sepia reproducible transparency prints, and one half size set.
- G. Submit documents to Project Manager with final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

- A. Provide three copies, 8-1/2 x 11 inches text pages, bound in three ring binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Contents:
 - 1. Directory: List names, addresses, and telephone numbers of Engineer, Subcontractors, and major equipment suppliers.
 - 2. Operation and maintenance instructions: Arranged by system and subdivided by specification section. For each category, identify

names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

- a. Significant design criteria.
- b. List of equipment.
- c. Parts list for each component.
- d. Operating instructions.
- e. Maintenance instructions for equipment and systems.
- f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

3. Project documents and certificates including:

- a. Shop drawings and product data.
- b. Certificates.
- c. Photocopies of warranties and bonds.

D. Submittal:

1. Submit one copy of completed volumes in final form 15 days prior to final inspection.
2. Engineer will notify of any required revisions after final inspection.
3. Revise content of documents as required prior to final submittal.
4. Submit revised volumes within 10 days after final inspection.

1.8 WARRANTIES

- A. Provide two copies of each warranty.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site in location as directed; obtain receipt prior to final payment.

1.10 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize Operation and Maintenance Manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed upon times, at equipment location.
- E. Prepare and insert additional data in Operation and Maintenance Manuals when need for additional data becomes apparent during instruction.

END OF SECTION-01770

SECTION 01800 - GENERAL NOTES

PART 1 - GENERAL

1.1 COORDINATION

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

1.2 GENERAL NOTES

- A. **Do not dimension the drawings. Any dimensions, questions, should be directed to the Architect or Engineer.**
- B. Contractor shall protect all streets and sidewalks and shall make all necessary repairs at his own expense.
- C. Shall at all times protect the excavations, trenches, and/or the building from damage from rain water, ground water, backing up drains or sewers and all other water. He shall provide all pumps and equipment and enclosures to provide this protection.
- D. Contractor shall provide all shoring, bracing and sheathing as required for safety and proper execution of the work and remove same when work is completed. Contractor shall be responsible for all scaffolding, shoring, bracing, sheathing, temporary construction and temporary walkways, etc., and shall hold harmless the Owner and Architect from any injury or litigation as a result of causes related to any scaffolding, shoring, bracing, sheathing, temporary construction and temporary walkways.
- E. Contractor shall comply with the Trench Safety Law Requirements.

1.3 WAIVER OF LIEN:

- A. In submitting a proposal (Bid) Contractor, if awarded the Contract, explicitly warrants that the Owner shall be held free of any claim or lien of any nature resulting from Contractor's pursuance or prosecution of the work. This shall cover any third party lien in any manner whatsoever concerning Contractor's performance or payment on this project.

1.4 CONTRACTOR'S ASBESTOS FREE AFFIDAVIT:

- A. In order to protect staff, employees and public in general from any unnecessary exposure to asbestos fibers, the Asbestos Hazard Emergency Response Act prohibits the use of asbestos containing materials in all forms in the construction and operation of this facility.
- B. Failure to complete this waiver constitutes non-compliance with the job specifications. This document shall be attached to the Contract between Owner and Contractor.

1.5 AFFIDAVIT:

- A. I, certify that I am familiar with the materials used in the construction of, and incorporated into, the construction described below. I further certify that to the best of my knowledge and belief no asbestos containing materials, either friable or otherwise were used in the process of constructing or incorporated into the construction.
- B. The undersigned, being duly sworn upon his/her oath deposes and says that he/she is the person making the foregoing statements and that they are made in good faith and are true in every respect.
- C. Contractor's signature:

STATE OF

COUNTY OF

D. I, _____, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT, _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS, DATE OF , 20

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

(NOTARY SEAL)

END OF SECTION-01800

SECTION 09210 - GYPSUM PLASTER

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and finish Samples.
- B. STC-Rated Assemblies: Provide materials and construction identical to assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- C. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to assemblies tested according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 METAL FRAMING AND SUPPORTS

- A. Ceiling Support Components: Comply with ASTM C 841.
 - 1. Wire for Hangers and Ties: **ASTM A 641 (ASTM A 641M)**, Class 1 zinc coating, soft temper.
 - 2. Rod Hangers and Flat Hangers: Mild steel, zinc coated.
 - 3. Cold-Rolled Steel Carrying Channels: Minimum **0.0598-inch- (1.5-mm-)** thick base (uncoated) metal, **1-1/2 inches (38.1 mm)** deep, **475 lb/1000 feet (0.7 kg/m)**, and **7/16-inch- (11.1-mm-)** wide flanges, with [**rust-inhibitive paint**] [**hot-dip galvanized finish, ASTM A 653/A 653M, G60 (Z180)**].
 - 4. Cold-Rolled Steel Furring Channels: Minimum **0.0598-inch- (1.5-mm-)** thick base (uncoated) metal, **3/4 inch (19 mm)** deep, **300 lb/1000 feet (0.45 kg/m)**, and **7/16-inch- (11.1-mm-)** wide flanges, with [**rust-inhibitive paint**] [**hot-dip galvanized finish, ASTM A 653/A 653M, G60 (Z180)**].
 - 5. Studs for Furring Channels: ASTM C 645, in depth indicated, minimum **0.0179-inch- (0.455-mm-)** thick base (uncoated) metal, with [**ASTM A 653/A 653M, G40 (Z90) hot-dip galvanized coating**] [**corrosion-resistant coating**].
- B. Non-Load-Bearing Studs and Runners: ASTM C 645 with [**ASTM A 653/A 653M, G40 (Z90) hot-dip galvanized coating**] [**corrosion-resistant coating**]. Provide minimum **0.0179-inch- (0.455-mm-)** thick base (uncoated) metal for studs and minimum **0.0329-inch- (0.836-mm-)** thick base (uncoated) metal for head and sill runners, and jamb and cripple studs at openings.
- C. Load-Bearing Studs and Runners: ASTM C 955 with [**ASTM A 653/A 653M, G40 (Z90) hot-dip galvanized coating**] [**corrosion-resistant coating**]. Provide [**Grade 33 (Grade 230) for thickness of 0.0329 inch (0.836 mm) or less**] [**Grade 50 (Grade 340) Class 1 for thickness of 0.0428 inch (1.087 mm) or more**].
- D. Vertical Metal Furring: Complying with the following:

1. Channel Furring and Braces: Cold-rolled steel, minimum **0.0598-inch- (1.5-mm-)** thick base (uncoated) metal and **3/4-inch- (19-mm-)** deep-by-**7/16-inch- (11.1-mm-)** wide flanges, **300 lb/1000 feet (0.45 kg/m)**.
2. Hat Channels: Hat-shaped screwable furring channels, **7/8 inch (22.2 mm)** deep, formed from zinc-coated (galvanized) steel sheet, minimum **0.0179 inch (0.455 mm)** thick, Grade 33.
3. Z-Furring Members: Screw-type, Z-shaped furring members formed from minimum **0.0179-inch- (0.455-mm-)** thick, zinc-coated (galvanized) steel sheet.
4. Furring Brackets: Serrated-arm type, minimum **0.0329-inch- (0.836-mm-)** thick base (uncoated) metal, adjustable from **1/4- to 2-1/4-inch (6- to 57-mm)** wall clearance for channel furring.
5. Protective Coating: **[ASTM A 653/A 653M, G40 (Z90) hot-dip galvanized coating] [Corrosion-resistant coating]**.

2.2 LATH

- A. Expanded-Metal Lath: ASTM C 847, diamond mesh, flat or self-furring configuration as indicated, and with minimum **[2.5-lb/sq. yd. (1.4-kg/sq. m)] [3.4-lb/sq. yd. (1.8-kg/sq. m)]** weight, with asphalt-impregnated paper backing complying with FS UU-B-790, Type I, Grade D (vapor permeable), Style 2, factory bonded to back of lath.
- B. Rib Lath: Flat, rib depth of not more than **[1/8 inch (3 mm)] [3/8 inch (9.5 mm)]** with minimum **[2.75-lb/sq. yd. (1.5-kg/sq. m)] [3.4-lb/sq. yd. (1.8-kg/sq. m)] [4-lb./sq. yd. (2.2-kg/sq. m)]** weight.
- C. Gypsum Lath: ASTM C 37; plain type, unless otherwise indicated; in length required to comply with ASTM C 841; and **[3/8 inch (9.5 mm)] [1/2 inch (12.7 mm)]** thick.

2.3 ACCESSORIES

- A. Comply with material provisions of ASTM C 841 and the requirements indicated below; coordinate depth of accessories with thicknesses and number of plaster coats required.
 1. Aluminum Components: **ASTM B 221 (ASTM B 221M)** for alloy and temper 6063-T5 or aluminum extrusions with similar properties.
 2. Plastic Components: ASTM D 3678, rigid PVC.
 3. Galvanized Steel Components: Fabricated from zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, **G40 (Z90)** minimum coating designation.
- B. Bonding Compound: ASTM C 631.
- C. Sound Attenuation Blankets: ASTM C 665 for Type I (mineral-fiber blankets without membrane facing).

2.4 GYPSUM PLASTER

- A. Base-Coat Plasters: ASTM C 28, gypsum ready-mixed plaster with sand aggregate.
- B. Finish-Coat Plasters: Gypsum ready-mixed finish plaster, manufacturer's standard mill-mixed gaged interior finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install furring and lathing materials to comply with ASTM C 841 and ML/SFA 920, "Guide Specification for Metal Lathing and Furring."
 - 1. Comply with ASTM C 754 for installing non-load-bearing stud systems.
 - 2. Comply with ASTM C 1007 for installing load-bearing stud systems.
- B. Install supplementary framing, blocking, and bracing at terminations in Work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar work.
- C. Proportion, mix, apply, and cure plaster materials and finishes to comply with ASTM C 842. Apply **[three]** **[two]** coats. Apply **[float]** **[troweled]** finish coat.
- D. STC-Rated Assemblies: Comply with ASTM C 919 for location of edge trim and closing off sound-flanking paths around or through assemblies.

END OF SECTION 09210

SECTION 09260 - GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. STC-Rated Assemblies: Provide materials and construction identical to assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- C. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to assemblies tested according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 METAL FRAMING AND SUPPORTS

- A. Suspended and Furred Ceilings: Comply with ASTM C 645 and ASTM C 754.
 - 1. Wire Ties: **ASTM A 641 (ASTM A 641M)**, Class 1 zinc coating, soft temper, **0.062 inch (1.6 mm)** thick.
 - 2. Hangers: [**Wire, ASTM A 641 (ASTM A 641M)**, Class 1 zinc coating, soft temper, **0.162-inch (4.2-mm) diameter**] [**Mild steel rods**] [**Mild steel flat hangers**].
 - 3. Carrying Channels: Cold-rolled steel, [**2 inches (50.8 mm)**] [**1-1/2 inches (38.1 mm) deep**].
 - 4. Furring Channels: [**3/4-inch- (19.1-mm-) deep, cold-rolled channels**] [**Steel studs, 0.0179-inch- (0.45-mm-) thick in depth indicated**] [**Steel rigid hat-shaped channels, 3/4-inch- (19.1-mm-) deep**] [**Resilient furring channels, 1/2-inch- (12.7-mm-) deep, with single- or double-leg configuration**].
 - 5. Hot-dip galvanized coating complying with [**ASTM A 653, G40 (ASTM A 653M, Z90)**] [**ASTM A 653, G60 (ASTM A 653M, Z180)**] for framing exterior soffits and suspended ceilings within **10 feet (3 m)** of exterior walls.
 - 6. Direct-hung grid suspension system for interior ceilings.
- B. Partitions: Comply with ASTM C 645.
 - 1. Studs and Runners: In depth indicated and [**0.0179-inch (0.45-mm)**] [**0.0329-inch (0.84-mm)**] thick, unless otherwise indicated.
 - 2. Rigid Hat-Shaped Furring Channels: In depth indicated and **0.0179-inch (0.45-mm)** thick, unless otherwise indicated.
 - 3. Furring Brackets: Adjustable serrated-arm type fabricated from corrosion-resistant steel sheet **0.0329-inch (0.84-mm)** thick.
 - 4. Resilient Furring Channels: **1/2-inch- (12.7-mm-) deep**, with single- or double-leg.
 - 5. Z-Furring: Z-shaped members with face flange of **1-1/4 inch (31.8 mm)**, wall-attachment flange of **7/8 inch (22.2 mm)**, and in depth required by insulation.
 - 6. Hot-dip galvanized coating complying with **ASTM A 653, G40 (ASTM A 653M, Z90)** for framing members attached to and within **10 feet (3 m)** of exterior walls.

2.2 GYPSUM BOARD

- A. Gypsum board products in maximum lengths available to minimize end-to-end butt joints.
1. Gypsum Wallboard: ASTM C 36, in thickness indicated, with manufacturer's standard edges. **[Regular type, unless otherwise indicated] [Foil backed where indicated] [Type X where required for fire-resistance-rated assemblies] [Type as required for specific fire-resistance-rated assemblies] [Sag-resistant type for ceiling surfaces].**
 2. Exterior Gypsum Soffit Board: ASTM C 931, in thickness indicated, with manufacturer's standard edges. **[Regular type, unless otherwise indicated] [Type X where required for fire-resistance-rated assemblies and where indicated].**
 3. Water-Resistant Gypsum Backing Board: ASTM C 630, in thickness indicated. **[Regular type, unless otherwise indicated] [Type X where required for fire-resistance-rated assemblies and where indicated].**
 4. Glass-Mat, Water-Resistant Gypsum Backing Board: ASTM C 1178, of thickness indicated. **[Regular type, unless otherwise indicated] [Type X where required for fire-resistance-rated assemblies and where indicated].** **["Dens-Shield Tile Backer" manufactured by Georgia-Pacific Corp.]**

2.3 ACCESSORIES

- A. Trim Accessories: Cornerbead, edge trim, and control joints complying with ASTM C 1047, formed from steel sheet zinc coated by hot-dip process or rolled zinc or plastic. **[Use steel sheet zinc coated by hot-dip process or rolled zinc at exterior soffits.]**
- B. Aluminum Accessories: Extruded-aluminum accessories indicated with **[manufacturer's standard corrosion-resistant primer] [Class II, clear anodic finish; AA-C12C22A31] [Class II, color anodic finish; AA-C12C22A32/A34] [baked-enamel finish, AA-C12C42R1x].**
- C. Gypsum Board Joint Treatment Materials: Comply with ASTM C 475. Paper reinforcing tape and **[setting-type compounds] [drying-type, ready-mixed, all-purpose compounds] [setting-type taping compound and drying-type, ready-mixed, compounds for topping].** **[Use setting-type compounds at exterior soffits.]**
- D. Cementitious Backer Units: ANSI A118.9.
- E. Cementitious Backer Unit Joint Treatment Materials: Comply with ASTM C 475.
- F. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.
- G. Sound-Attenuation Blankets: Unfaced mineral-fiber-blanket insulation complying with ASTM C 665 for Type I.
- H. **[Polystyrene aggregate texture finish where indicated] [Acoustical texture finish with bonding adhesive where indicated].** **<Insert name of product and manufacturer or specific generic description.>**
- I. Miscellaneous Materials: Auxiliary materials for gypsum board construction that comply with referenced standards.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
 - 1. Isolate steel framing from building structure, except at floor, to prevent structural movement from transferring loading to partitions.
 - 2. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.
- B. Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
 - 1. Isolate the perimeter of non-load-bearing gypsum board partitions where they abut structural elements, except floors, by providing a ~~1/4- to 1/2-inch-~~ (6.4- to 12.7-mm-) wide space between gypsum board and the structure. Trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
 - 2. STC-Rated Assemblies: Comply with ASTM C 919 for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies.
 - 3. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
 - 4. Cementitious Backer Units: Comply with ANSI A108.11.
 - 5. Single-Layer Fastening Methods: Fasten gypsum panels to **[supports with screws] [wood supports with adhesive and supplementary screws]**.
 - 6. Multilayer Fastening Methods: **[Fasten base layers and face layer separately to supports with screws] [Fasten base layers with screws and face layers to base layers with adhesive and supplementary fasteners]**.
- C. Finishing Gypsum Board Assemblies: **[Level 4 finish, unless otherwise indicated] [Level 1 finish for concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies] [Level 2 finish where panels form substrates for tile]**.

END OF SECTION 09260

SECTION 09271 - GLASS-REINFORCED GYPSUM FABRICATIONS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Shop Drawings.
- B. Surface-Burning Characteristics: ASTM E 84, flame-spread rating of 25 or less and smoke-developed rating of 450 or less.

PART 2 - PRODUCTS

2.1 GLASS-REINFORCED GYPSUM FABRICATIONS

- A. **<Insert drawing designations (e.g., GRG-1), manufacturers, and products. If items are custom fabricated, include descriptions as indicated on Drawings.>**
- B. Comply with ASTM C 1355/C 1355M.

2.2 FABRICATION

- A. For units to receive high-gloss paint finishes, fabricate units with surface characteristics compatible with finishes required.
- B. Cover embedments with glass-reinforced gypsum composite not less than **3/16 inch (5 mm)** thick.
- C. Fabricate units as large as possible to minimize joints, with smooth finished surfaces, and with the following dimensional tolerances:
 - 1. Edge Straightness: Plus or minus **1/8 inch (3.2 mm)**.
 - 2. Plane Surface Straightness: Plus or minus **1/8 inch (3.2 mm)**.
 - 3. Overall Assembled Length and Width: Plus or minus **1/8 inch (3.2 mm)** per **10 feet (3 m)**.
 - 4. Chords, Radii, and Diameters: Plus or minus **1/8 inch (3.2 mm)**.
 - 5. Squareness: Not more than **1/4-inch (6.4-mm)** difference between diagonals in **16 sq. ft. (1.5 sq. m)**.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install glass-reinforced gypsum units level, true, and aligned with adjacent materials. Use concealed shims where required for alignment.
- B. Predrill fastener holes. Fasten as required to comply with dimensional tolerances and not less than **5/16 inch 7.9 mm** from edge to end.

- C. Patch fastener holes with bedding compound applied flush with finish face. Sand patch smooth and level.
- D. Attach pieces at joints with adhesive, and band or brace together until adhesive is cured.
- E. Finish joints to comply with ASTM C 840. Provide smooth and contiguous surfaces.
- F. Install units to the following tolerances:
 - 1. Plane Alignment (Panel to Panel): **1/16 inch (1.6 mm)**.
 - 2. Variation from Plumb: Plus or minus **1/8 inch (3.2 mm)** per **10 feet (3 m)**.
 - 3. Variation from Straightness: Plus or minus **1/4 inch (6.3 mm)** per **25 feet (7.6 m)**.
 - 4. Assembly Deflection: Not greater than the length of the assembly divided by 240.
 - 5. Joint Alignment: Not more than **1/8 inch (3.2 mm)**.
 - 6. Joint Width: Not more than **3/8 inch (9.5 mm)**.

END OF SECTION 09271

SECTION 09512 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and material Samples.
- B. Acoustical Tile Ceilings: ASTM E 1264 for Class A materials, tested per ASTM E 84.
- C. Fire-Rating Ceiling Assemblies: ASTM E 119 and listed in UL's "Fire Resistance Directory," in ITS's "Certification Listings," or in the listing of another qualified testing and inspecting agency.

PART 2 - PRODUCTS

2.1 ACOUSTICAL TILE <Insert drawing designation; e.g., AT-1.>

- A. <Insert manufacturers, products, colors, and patterns.>
- B. Classification: Type III, Form [1] [2] [4].
- C. Pattern: <Insert ASTM E 1264 pattern designation.>
- D. Color: [White] [As selected].
- E. Light Reflectance (LR) Coefficient: <Insert LR coefficient.>
- F. Noise Reduction Coefficient (NRC): <Insert NRC.>
- G. Ceiling Attenuation Class (CAC): <Insert CAC.>
- H. Edge Detail: [Square, kerfed and rabbeted joints] [Beveled, kerfed and rabbeted joints] [Beveled, tongue-and-groove joints] [Staple flange].
- I. Thickness: [1/2 inch (13mm)] [3/4 inch (19 mm)] <Insert thickness>.
- J. Size: [12 by 12 inches (305 by 305 mm)] [12 by 24 inches (305 by 610 mm)] <Insert size>.

2.2 SUSPENSION SYSTEM <Insert drawing designation; e.g., SS-1.>

- A. Ceiling Suspension System: [Direct hung] [Indirect hung] [Indirect hung, snap in]; ASTM C 635, [intermediate-] [heavy-]duty structural classification.
 - 1. <Insert products and manufacturers.>
- B. Attachment Devices: Size for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.

- C. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel; ~~ASTM A 641~~ (~~ASTM A 641M~~), Class 1 zinc coating, soft temper.
 - 1. Wire Diameter: Size so its stress at 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than [~~0.106-inch-~~ (~~2.69-mm-~~)] [~~0.135-inch-~~ (~~3.5-mm-~~)] diameter wire.
- D. Access: Identify [**upward**] [**downward**] access tile with manufacturer's standard unobtrusive markers for each access unit.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ceiling Suspension System Installation: ASTM C 636.
- B. Ceiling Suspension System Installation Requiring Seismic Restraint:
 - 1. UBC Standard 25-2.
 - 2. CISCAs "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 0-2."
 - 3. CISCAs "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies--Seismic Zones 3 & 4."
 - 4. ASTM E 580.

END OF SECTION 09512

SECTION 09512 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and material Samples.
- B. Acoustical Tile Ceilings: ASTM E 1264 for Class A materials, tested per ASTM E 84.
- C. Fire-Rating Ceiling Assemblies: ASTM E 119 and listed in UL's "Fire Resistance Directory," in ITS's "Certification Listings," or in the listing of another qualified testing and inspecting agency.

PART 2 - PRODUCTS

2.1 ACOUSTICAL TILE <Insert drawing designation; e.g., AT-1.>

- A. <Insert manufacturers, products, colors, and patterns.>
- B. Classification: Type III, Form [1] [2] [4].
- C. Pattern: <Insert ASTM E 1264 pattern designation.>
- D. Color: [White] [As selected].
- E. Light Reflectance (LR) Coefficient: <Insert LR coefficient.>
- F. Noise Reduction Coefficient (NRC): <Insert NRC.>
- G. Ceiling Attenuation Class (CAC): <Insert CAC.>
- H. Edge Detail: [Square, kerfed and rabbeted joints] [Beveled, kerfed and rabbeted joints] [Beveled, tongue-and-groove joints] [Staple flange].
- I. Thickness: [1/2 inch (13mm)] [3/4 inch (19 mm)] <Insert thickness>.
- J. Size: [12 by 12 inches (305 by 305 mm)] [12 by 24 inches (305 by 610 mm)] <Insert size>.

2.2 SUSPENSION SYSTEM <Insert drawing designation; e.g., SS-1.>

- A. Ceiling Suspension System: [Direct hung] [Indirect hung] [Indirect hung, snap in]; ASTM C 635, [intermediate-] [heavy-]duty structural classification.
 - 1. <Insert products and manufacturers.>
- B. Attachment Devices: Size for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.

- C. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel; ~~ASTM A 641~~ (~~ASTM A 641M~~), Class 1 zinc coating, soft temper.
 - 1. Wire Diameter: Size so its stress at 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than [~~0.106-inch-~~ (~~2.69-mm-~~)] [~~0.135-inch-~~ (~~3.5-mm-~~)] diameter wire.
- D. Access: Identify [**upward**] [**downward**] access tile with manufacturer's standard unobtrusive markers for each access unit.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ceiling Suspension System Installation: ASTM C 636.
- B. Ceiling Suspension System Installation Requiring Seismic Restraint:
 - 1. UBC Standard 25-2.
 - 2. CISCAs "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 0-2."
 - 3. CISCAs "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies--Seismic Zones 3 & 4."
 - 4. ASTM E 580.

END OF SECTION 09512

SECTION 09651 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Extra Materials: Deliver to Owner at least 1 box for each 50 boxes or fraction thereof, of each type and color of resilient floor tile installed.

PART 2 - PRODUCTS

2.1 SOLID VINYL TILE <Insert drawing designation; e.g., SVT-1.>

- A. <Insert manufacturers and products.>
 - 1. Color and Pattern: [As selected] <Insert color and pattern>.
- B. ASTM F 1700; Class [I, Monolithic Vinyl Tile] [II, Surface-Decorated Vinyl Tile] [III, Printed Film Vinyl Tile]; Type [A, Smooth Surface] [B, Embossed Surface].
- C. Thickness: [0.080 inch (2.0 mm)] [0.100 inch (2.5 mm)] [0.120 inch (3.0 mm)] [1/8 inch (3.2 mm)].
- D. Size: [12 by 12 inches (304.8 by 304.8 mm)] [18 by 18 inches (457.2 by 457.2 mm)] [24 by 24 inches (609.6 by 609.6 mm)] [36 by 36 inches (914.4 by 914.4 mm)] [3 by 36 inches (76.2 by 914.4 mm)]
- E. Critical Radiant Flux Classification: Class I, not less than 0.45 w/sq. cm per ASTM E 648.

2.2 RUBBER FLOOR TILE <Insert drawing designation; e.g., RT-1.>

- A. <Insert manufacturers and products.>
 - 1. Color and Pattern: [As selected] <Insert color and pattern>.
- B. ASTM F 1344, Class [I-A (homogenous rubber tile, solid color)] [I-B (homogenous rubber tile, through mottled)].
- C. Hardness: [Durometer hardness not less than 85 Shore, Type A per ASTM D 2240 as required according to ASTM F 1344] [Durometer hardness shore, Type A per ASTM D 2240 as standard with manufacturer].
- D. Wearing Surface: [Smooth] [Textured] [Molded pattern].
 - 1. Molded-Pattern Figure: [Raised discs] [Raised minidisks arranged in square pattern] [Raised minidisks arranged in diamond pattern] [Raised squares] [Raised ribs].
- E. Thickness: [1/8 inch (3.2 mm)] <Insert base and overall thickness for molded figure pattern>.

- F. Size: [**12 by 12 inches (304.8 by 304.8 mm)**] [**24 by 24 inches (609.6 by 609.6 mm)**] <Insert size>.
- G. Critical Radiant Flux Classification: Class I, not less than 0.45 w/sq. cm per ASTM E 648.

2.3 VINYL COMPOSITION FLOOR TILE <Insert drawing designation; e.g., VCT-1.>

- A. <Insert manufacturers and products.>
 - 1. Color and Pattern: [**As selected**] <Insert color and pattern>.
- B. ASTM F 1066, Class [**1 (solid-color tile)**] [**2 (through-pattern tile)**].
- C. Wearing Surface: [**Smooth**] [**Embossed**].
- D. Thickness: [**1/8 inch (3.2 mm)**] <Insert thickness>.
- E. Size: [**12 by 12 inches (304.8 by 304.8 mm)**] <Insert special dimensions for feature strips>.
- F. Critical Radiant Flux Classification: Class I, not less than 0.45 w/sq. cm per ASTM E 648.

2.4 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edge of tiles, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tile widths at opposite edges of room are equal to one another and are at least one-half of a tile.
- B. Match tiles for color and pattern by selecting tiles from cartons in same sequence as manufactured and packaged. Lay tiles [**with grain running in one direction**] [**in basket-weave pattern with grain direction alternating in adjacent tiles**] [**in patterns indicated**].

END OF SECTION 09651

SECTION 09653 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Extra Materials: Deliver to Owner at least **10 linear feet (3 linear m)** for each **500 linear feet (150 linear m)** or fraction thereof, of each type and color of resilient wall base installed.

PART 2 - PRODUCTS

2.1 WALL BASE <Insert drawing designation; e.g., WB-1.>

- A. <Insert manufacturers and products.>
 - 1. Color and Pattern: [As selected] <Insert color and pattern>.
- B. Type: [Rubber, FS SS-W-40, Type I] [Vinyl, FS SS-W-40, Type II].
- C. Style: [Cove with top-set toe] [Straight with no toe] [Cove with extended top-set toe extending **1 inch (25.4 mm)** from wall] [Cove with butt-to toe].
- D. Minimum Thickness: [**0.080 inch (2.0 mm)**] [**0.085 inch (2.2 mm)**] [**0.090 inch (2.3 mm)**] [**0.120 inch (3.0 mm)**] [**1/8 inch (3.2 mm)**].
- E. Height: [**2-1/2 inches (63.5 mm)**] [**4 inches (101.6 mm)**] [**6 inches (152.4 mm)**].
- F. Lengths: [Cut lengths **48 inches (1219.2 mm)** long] [Coils in lengths standard with manufacturer, but not less than **96 feet (29.26 m)**] [Cut lengths **48 inches (1219.2 mm)** long or coils in lengths standard with manufacturer, but not less than **96 feet (29.26 m)**].
- G. Outside Corners: [Job formed] [Premolded] [Job formed or premolded].
- H. Inside Corners: [Job formed] [Premolded] [Job formed or premolded].
- I. Surface: Smooth.

2.2 RESILIENT STAIR ACCESSORIES <Insert drawing designation; e.g., RSA-1.>

- A. <Insert manufacturers and products.>
 - 1. Color and Pattern: [As selected] <Insert color and pattern>.
- B. Treads: [Rubber, FS RR-T-650, Composition A] [Vinyl, FS RR-T-650, Composition B].
 - 1. Surface Design: Type [1 design (smooth)] [2 design (designed)].

- a. Type 2 Design: [Raised-disc pattern] [Raised-square pattern] [Raised-chevron pattern] [Raised-diamond pattern] [Raised-rib pattern] [[Raised-rib pattern with abrasive strips] <Insert pattern>.
 - b. Abrasive Strips: <Insert abrasive strip requirements>.
 - 2. Nosing Style: [Square, adjustable to cover angles between 60 and 90 degrees] [Square] [Round].
 - 3. Nosing Height: [1-1/2 inches (38.1 mm)] [2 inches (50.8 mm)] [2-3/16 inches (55.6 mm)] <Insert nosing height>.
 - 4. Thickness: <Insert thickness>.
 - 5. Size: [Lengths and depths to fit each stair tread in one piece] [Lengths and depths to fit each stair tread in one piece or, for treads exceeding maximum lengths manufactured, in equal-length units].
- C. Risers: [Smooth, flat, coved-toe risers, 7 inches (177.8 mm) high by length matching treads] [Smooth, flat, toeless risers, height and length to cover risers] and of same manufacturer and material as treads.
- 1. Thickness: [0.080 inch (2.0 mm)] [1/8 inch (3.2 mm)].
- D. Stringers: Of same thickness as risers, height and length after cutting to fit risers and treads and to cover stair stringers, and of same manufacturer and material as treads.

2.3 RESILIENT ACCESSORY <Insert drawing designation; e.g., RA-1.>

- A. <Insert manufacturers and products.>
 - 1. Color: [As selected] <Insert color>.
- B. Material: [Rubber] [Vinyl].
- C. Description: [Cap for cove carpet] [Cap for cove vinyl sheet floor covering] [Carpet bar for tackless installations] [Carpet edge for glue-down applications] [Carpet nosing] [Nosing for resilient flooring] [Reducer strip for resilient flooring] [Tile and carpet joiner] <Insert description>.
- D. Profile and Dimensions: [As indicated] <Insert profile and dimensions>.

2.4 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.
- C. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Adhesively install resilient wall base and accessories.
- B. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
 - 1. Job-Formed Corners: Form wall base corners from straight pieces of maximum lengths possible.
- C. Install stair-tread-nose filler to nosing substrates that do not conform to tread contours.
- D. Install reducer strips at edges of flooring that otherwise would be exposed.

END OF SECTION 09653

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Paint all exposed surfaces, [**new and existing,**] unless otherwise indicated.
 - 1. Paint the back side of access panels.
 - 2. Color code mechanical piping in accessible ceiling spaces.
 - 3. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed such as brick and tile.
 - 4. Unless otherwise indicated do not paint concealed surfaces.
- B. Submittals: Product Data and color Samples.
- C. Mockups: Full-coat finish sample (benchmark sample) of each type of coating, substrate, color, and finish required in area of not less than **100 sq. ft (9 sq. m)**. Comply with PDCA P5.
- D. Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- E. Extra Materials: Deliver to Owner a **1-gal. (3.8-L)** container, properly labeled and sealed, of each color and type of finish coat paint used on Project.

PART 2 - PRODUCTS

2.1 PAINT

- A. **<Insert manufacturers and products.>**
 - 1. Colors: [**As selected.**] [**As scheduled.**] [**As follows:**]
 - a. **<Insert colors and drawing designation (e.g., PT-1) for each color required.>**
- B. Material Quality: Manufacturer's best-quality of coating types specified.
- C. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.

3.2 EXTERIOR PAINT APPLICATION SCHEDULE

A. Concrete, Stucco, and Masonry: As follows:

1. **[Flat] [Low-Luster]** Acrylic: Two coats over primer.
2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.

B. Concrete Masonry Units: As follows:

1. **[Flat] [Low-Luster]** Acrylic: Two coats over block filler.
2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over block filler and primer.

C. Exterior Gypsum Soffit Board: As follows:

1. **[Flat] [Low-Luster]** Acrylic: Two coats over primer.
2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.

D. Smooth Wood: As follows:

1. **[Flat] [Low-Luster]** Acrylic: Two coats over primer.
2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
3. Full-Gloss, Alkyd Enamel: Two coats over primer.

E. Wood Trim: As follows:

1. Medium-Shade, **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
2. Medium-Shade, Full-Gloss, Alkyd Enamel: Two coats over primer.
3. Deep-Color, Full-Gloss, Alkyd Enamel: Two coats over primer.
4. Deep-Color, Full-Gloss, Acrylic Enamel: Two coats over primer.

F. Wood Shakes and Rough Siding: As follows:

1. Flat Acrylic: Two coats acrylic-latex stain.
2. Flat Alkyd: Two coats alkyd/oil stain.

G. Plywood: As follows:

1. **[Flat] [Low-Luster]** Acrylic: Two coats over primer.

H. Stained Wood: As follows:

1. Flat Acrylic: One coat semitransparent, waterborne, penetrating wood stain.
2. Flat Alkyd: One coat semitransparent, alkyd, penetrating wood stain.

I. Ferrous Metal: As follows:

1. Flat, Alkyd Enamel: Two coats over rust-inhibitive primer.
2. Low-Luster Acrylic: Two coats over rust-inhibitive primer.
3. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over rust-inhibitive primer.
4. Full-Gloss, Alkyd Enamel: Two coats over rust-inhibitive primer.
5. Deep-Color, Full-Gloss, Alkyd Enamel: Two coats over rust-inhibitive primer.

J. Zinc-Coated Metal: As follows:

1. Low-Luster Acrylic: Two coats over galvanized metal primer.

2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over galvanized metal primer.
3. Full-Gloss, Alkyd Enamel: Two coats over galvanized metal primer.

K. Aluminum: As follows:

1. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
2. Full-Gloss, Alkyd Enamel: Two coats over primer.

3.3 INTERIOR PAINT APPLICATION SCHEDULE

A. Concrete and Masonry: As follows:

1. Flat Acrylic: Two coats over primer.
2. Odorless, Flat Alkyd: Two coats over primer.
3. **[Low-Luster] [Semigloss]**, Acrylic Enamel: Two coats over primer.
4. Semigloss, Alkyd Enamel: Two coats over primer.

B. Concrete Masonry Units: As follows:

1. Flat Acrylic: Two coats over block filler.
2. **[Low-Luster] [Semigloss]**, Acrylic Enamel: Two coats over block filler.
3. Semigloss, Alkyd Enamel: Two coats over undercoat and filled surface.

C. Mineral-Fiber-Reinforced Cement Panels: As follows:

1. Flat Acrylic: Two coats.

D. Gypsum Board: As follows:

1. Flat Acrylic: Two coats over primer.
2. **[Low-Luster] [Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
3. **[Semigloss] [Full-Gloss]**, Alkyd Enamel: Two coats over primer.

E. Plaster: As follows:

1. Flat Acrylic: Two coats over primer.
2. Odorless, Flat Alkyd: Two coats over primer.
3. **[Low-Luster] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
4. Semigloss, Acrylic Enamel: One coat over undercoat and primer.
5. Semigloss, Alkyd Enamel: One coat over undercoat and primer.
6. Full-Gloss, Alkyd Enamel: Two coats over primer.

F. Acoustical Plaster: As follows:

1. Flat, Acrylic Latex: Two coats.

G. Woodwork and Hardboard: As follows:

1. **[Low-Luster] [Semigloss]**, Acrylic Enamel: Two coats over primer.
2. **[Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over wood undercoater.
3. Semigloss, Alkyd Enamel: Two coats over primer.
4. Full-Gloss, Alkyd Enamel: Two coats over wood undercoater.

H. Stained Woodwork: As follows:

1. Alkyd-Based, Satin Varnish: Two coats clear-satin varnish over sealer and wood stain.
2. Waterborne, Satin Varnish: Two coats clear-satin varnish over sealer and wood stain.
3. Water-Based, Full-Gloss Varnish: Two coats full-gloss varnish over sealer and wood stain.
4. Alkyd-Based Stain, Wax-Polished Finish: Three coats paste wax over sealer and wood stain.

I. Natural-Finish Woodwork: As follows:

1. Alkyd-Based, Satin Varnish: Two coats clear-satin varnish over sealer.
2. Waterborne, Satin Varnish: Two coats clear-satin varnish over sealer.
3. Water-Based, Full-Gloss Varnish: Two coats full-gloss varnish over sealer.
4. Wax-Polished Finish: Three coats paste wax over sealer.

J. Ferrous Metal: As follows:

1. Flat Acrylic: Two coats over primer.
2. Low-Luster, Acrylic Enamel: Two coats over primer.
3. Semigloss, Acrylic Enamel: One coat over undercoater and primer.
4. Semigloss, Alkyd Enamel: One coat over undercoater and primer.
5. Full-Gloss, Acrylic Enamel: Two coats over primer.
6. Full-Gloss, Alkyd Enamel: Two coats over undercoater and primer.

K. Zinc-Coated Metal: As follows:

1. Flat Acrylic: Two coats over primer.
2. **[Low-Luster] [Semigloss] [Full-Gloss]**, Acrylic Enamel: Two coats over primer.
3. **[Semigloss] [Full-Gloss]**, Alkyd Enamel: One coat over undercoater and primer.

END OF SECTION 09910