

AGENDA ITEM 28

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

AGENDA ITEM 29

Consider awarding bids received for Justice Center Expansion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To award bid to Ace Audio Communications for Prime Contract 24 Voice and Data.

Vote: **4 – 0. Commissioner Boatright** was absent from the dais.

< Attachment >

*Original*

To: Williamson County
Attn: Chuck Lamb
Ref: Williamson County Annex
From: Jim Smith
Date: 1-16-03

Ace Audio is pleased to offer this quote to you. Our quote is for section 17726 and 17750. Our quote includes all labor and material for these sections.

We acknowledge Addendum's 1 thru 3 for this project.

Exclusions: conduit, standard boxes, power, trenching, core drilling, and bonds that might be required for this project.

Total for 17726:
\$22,181.00

Total for 17750:
\$62,700.00

If you have any questions please call me at 218-4043

Thank you,

Jim Smith
Ace Audio Communications, Inc.

Intercoms • Telephones • TV • Data • Fiber Optics • Systems & Cabling

P.O. Box 782 • Round Rock, TX 78680 • Office: 512 218-4043 • Fax: 512 828-0331 • Toll Free: 1-866-218-4043

Original

VOLUNTARY ALTERNATE BIDS: State the amount to be added to, or deleted from, the Base Bid to provide alternate materials, systems or products, **provided the alternate meets or exceeds the existing project specifications.** If more space is required, provide additional voluntary alternates on Bidder's letterhead.

Voluntary Alternate Bid #1:

Add/Deduct: _____ (\$ _____)

Voluntary Alternate Bid #2:

Add/Deduct: _____ (\$ _____)

TAXES - The undersigned hereby declares that all prices for permanent materials to be incorporated into the Work given herein **EXCLUDE** Texas Sales and Use Taxes in accordance with notice of EXEMPTION noted in the Bid Instructions.

ADDENDA - Bidder Acknowledges receipt of the following Addendum as issued and dated.

ADDENDUM NO. 1	<i>JS</i>	DATED: January 2, 2003
ADDENDUM NO. 2	<i>JS</i>	DATED: January 6, 2003
ADDENDUM NO. 3	<i>JS</i>	DATED: January 15, 2003
ADDENDUM NO. _____		DATED: _____
ADDENDUM NO. _____		DATED: _____
ADDENDUM NO. _____		DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bid for stored materials, Williamson County requires:

1. The stored materials must be fully insured.
2. The location of the stored materials is to be provided to the Construction Manager.
3. A full inventory of the materials is to be provided to the Construction Manager.
4. Materials are to be stored within a 50-mile radius of Georgetown, Texas. The Construction Manager must approve any exceptions to this requirement.
5. Accessibility to the materials must be available at all times to the Construction Manager and/or the Counties representative.

UNIT PRICING: ALL BIDDERS ARE TO REVIEW THE LIST BELOW FOR ITEMS THAT ARE WITHIN YOUR SCOPE OF WORK.

1. Per the pier schedules. Price to add/delete one (1) foot of pier. Each pier on the schedule is to be priced.
_____ Unit Price per foot
2. Price per cubic yard of grout for boreholes and caverns.
_____ Unit Price per cy

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043



FIRST TEXAS BANK

Member FDIC

**Mailing Address for
All Locations:
First Texas Bank
P.O. Box 5
Round Rock, Texas 78680-0005**

IRREVOCABLE LETTER OF CREDIT NO. 5501135

Date: January 16, 2003

Beneficiary: Williamson County
Name

Address

City, State, Zip Code

Gentlemen:

We hereby issue our Irrevocable Letter of Credit in your favor for the account of:

Ace Audio Communications, Inc.
Customer Name

P.O. Box 782
Address

Round Rock, TX 78680

~~74-2968544~~
SSN or TIN

for the sum or sums not exceeding the amount of \$ 4,244.05. This amount is available by your drafts at sight drawn on First Texas Bank, Round Rock, Texas, at 500 Round Rock Ave., Round Rock, Texas 78664. The drafts must be accompanied by:


A statement that Ace Audio Communications, Inc. has defaulted under their contract with Williamson County

This Letter of Credit expires on February 15, 2003. Each draft must be marked "DRAWN UNDER LETTER OF CREDIT NO. 5501135", and the amount of each draft so drawn endorsed by the Negotiating Bank on the reverse side thereof. When presented by maker direct to the Drawee Bank, the drafts must be accompanied by this Letter of Credit for the purpose of such endorsements being made thereon.

We hereby agree with drawers, endorsers and bona fide holders of drafts drawn under and in compliance with this credit that same shall be duly honored upon presentation to the Drawee Bank as specified above.

This Letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400.

Sincerely,


Authorized Officer Sandy Arnold, Vice President

Authorized Officer Sandy Arnold, Vice-President

Round Rock Branch
500 Round Rock Ave.
Round Rock, Texas 78664
512-255-2501
fax 512-244-6887

Brushy Creek Branch
7509 O'Connor Drive
Austin, Texas 78717
512-246-6010
fax 512-246-1008

Cedar Park Branch
1901 Bagdad Road
Cedar Park, Texas 78613
512-259-2443
fax 512-259-7194

Pflugerville Branch
1600 W. Pecan (FM 1825)
Pflugerville, Texas 78660
512-251-7889
fax 512-251-7919

Dell Branch
549 Louis Henna Blvd.
Round Rock, Texas 78664
512-218-3910
fax 512-218-8741

WILLIAMSON COUNTY BID FORM**CONSTRUCTION OF WILLIAMSON COUNTY JUSTICE CENTER EXPANSION
COURTHOUSE ANNEX ADDITION****BID NUMBER: 03WC504****BID OPENING DATE & TIME: January 16, 2003 at 02:00 PM**

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Ace Audio Communications, Inc.**Mailing Address:** PO Box 782**City:** Round Rock **State:** TX **Zip:** 78680**Email Address:** pmsmith0410@aol.com**Telephone:** (512) 218-4043 **Fax:** (512) 828-0331**Date of BID:** Patti Smith
Signature of Person Authorized to Sign BID**Name and Title of Signer:**Patti Smith, Vice President
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**Ace Audio Communications, Inc.****P.O. Box 782****Round Rock, TX 78680****(512) 218-4043**

PREFACE

This project is being designed and constructed utilizing the services of both an Architect and a Construction Manager.

Durrant Architects, Inc. is providing design and project observation services. The Landmark Organization is serving as Construction Manager and will provide on-site project supervision and coordination services.

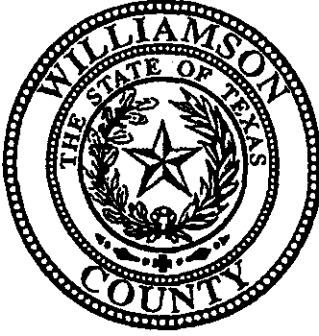
Bids are being requested for certain Categories of Work that are defined in this Project Manual. It is intended that each Prime Contract of Work be bid separately but combination bids will be considered if found to best serve the interest of the Owner. Should a bidder wish to bid more than one Prime Contract of Work, separate bid forms may be submitted in separate, sealed envelopes, along with separate bid bonds, indicating the cost of all work to complete each Prime Contract of Work separately. If combined bids are to be considered the bidding contractor must state on his bid form under BID FOR PRIME CONTRACT which single Prime Contract of work he or she is willing to perform separately.

All bids are to be submitted directly to the Owner.

The Landmark Organization will not be bidding any Categories of Work on this project.

The Landmark Organization will be providing general conditions requirements as defined further in these documents.

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

BID FORM

FOR

**WILLIAMSON COUNTY JUSTICE CENTER EXPANSION
COURTHOUSE ANNEX ADDITION
405 Martin Luther King Street
Georgetown, Texas 78626**

Instruction to Bidders: Pursuant to the Public Notice, Invitation for Bids and the Bid Instructions for the above referenced project, please complete all the blank spaces, as appropriate, for the Prime Contract Work included in your proposal. Bids must be submitted in a sealed, opaque envelope. Bidders must indicate the following information here and in the lower left hand corner of the envelope:

BID FOR PRIME CONTRACT NUMBER(S): (#23 Sections #24) 17726 and 17750 Bid # 03WC504

PRIME CONTRACT DESCRIPTION: Construction of Williamson County Justice Center Expansion Courthouse Annex Addition

CONTRACTOR'S NAME: Ace Audio Communications, Inc.

CONTRACTOR'S PHONE NO: (512) 218-4043 FAX NO: (512) 828-0331

TO: **WILLIAMSON COUNTY
405 Martin Luther King Street
Georgetown, Texas 78626**

Gentlemen:

Having carefully examined the Bid Documents which also include the General Conditions, Invitation to Bid, Bid Instructions, Preface, Scope of Work and Project Descriptions, Geotechnical Investigation Data, Allowance, Alternates, Project Specifications Manual and the Drawings, the undersigned hereby proposes and agrees to furnish all labor, materials, equipment and supervision necessary, for the completion of the Prime Contract Work indicated herein for the **WILLIAMSON COUNTY JUSTICE CENTER EXPANSION, COURTHOUSE ANNEX ADDITION**, in strict accordance with the plans dated August 26, 2002 and specifications dated August 27, 2002, prepared by Durrant Architects, Inc., 3001 South Lamar, Suite 302, Austin, Texas 78704.

**Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043**

Ace Audio Communications, Inc.
References for
Williamson County Justice Center Expansion
Courthouse Annex Addition
Bid # 03WC504

Travis County Courthouse

1010 Lavaca Suite 400

Austin Texas 78746

Contact: Nisha Baweja, Senior Architectural Associate

Phone: 854-4909

Burnet County Courthouse

220 S Pierce

Burnet TX 78611

Contact: James Oakley, Commissioner Pct. #4

Phone: 512-756-5420

Georgetown I.S.D.

603 Lakeway Dr.

Georgetown TX 78628

Contact: Roland Guerra

Phone: 943-5006

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

State of Texas

Historically Underutilized Business Certification and Compliance Program



*Put in
Original
packet*

The Texas Building & Procurement Commission (TBPC),
hereby certifies that

ACE AUDIO COMMUNICATIONS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB)
Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 02-NOV-2002, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax number, or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742968544300
File/Vendor Number: 24284
Approval Date: 01-NOV-2002
Expiration Date: 01-NOV-2004

Paul A. Gibson
HUB Certification & Compliance Supervisor
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.tbpc.state.tx.us>) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 693-5881 or (512) 463-5872.

Ace Audio Communications, Inc.

P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

BASE BID INFORMATION

Complete all applicable blanks for the Prime Contract of Work proposed by Bidder. If Bidder wishes to submit a bid for more than one Prime Contract of Work, he must fill in the separate/applicable blanks for each Prime Contract of Work on the Bid Form that Bidder is willing to perform separately. If Bidder is only willing to accept an award to perform a combination of Prime Categories of Work, then he must so indicate by completing the blank denoted for a Bidder's VOLUNTARY ALTERNATE in lieu of the separate blanks for the individual Prime Contract Categories of Work.

Except for material suppliers, All Bids must be accompanied by Bid Security in the amount of not less than (5 %) of the total bid price or a bid bond in the same amount for each Prime Contract of Work or a combined Bid Security in the amount of not less than (5 %) of the total combined maximum bid price a bid bond in the same amount that represents the amount of the Voluntary Alternate submitted by Bidder for multiple Prime Contract Categories of Work.

PERFORMANCE AND PAYMENT BONDS: Chapter 2253.021 of the Texas Government Code governs the requirements for performance and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county.

The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

BASE BID:**Prime Contract # 01: Demolition**

Bid Amount: _____ (\$ _____)

Prime Contract # 02: Site Improvements

Bid Amount: _____ (\$ _____)

Prime Contract # 03: Landscaping

Bid Amount: _____ (\$ _____)

Ace Audio Communications, Inc.

Prime Contract # 04: Concrete

P.O. Box 782

Bid Amount: _____

Round Rock, TX 78680

(512) 218-4043

(\$ _____)

RECORDERS MEMORANDUM

All or part of the text on this page was not clearly legible for satisfactory recordation.

Prime Contract # 05: Masonry

Bid Amount: _____ (\$ _____)

Prime Contract # 06: Metals

Bid Amount: _____ (\$ _____)

Prime Contract # 07: Waterproofing and Dampproofing

Bid Amount: _____ (\$ _____)

Prime Contract # 08: Sprayed Fire Resistive Materials and all Sealant Systems

Bid Amount: _____ (\$ _____)

Prime Contract # 09: Exterior Portland Cement Plaster Systems

Bid Amount: _____ (\$ _____)

Prime Contract # 10: Roofing, Roof Accessories and all Sheet Metal Flashings

Bid Amount: _____ (\$ _____)

Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling Systems

Bid Amount: _____ (\$ _____)

Prime Contract # 12: Architectural Woodwork

Bid Amount: _____ (\$ _____)

Prime Contract # 13: Doors, Frames and Finish Hardware

Bid Amount: _____ (\$ _____)

Prime Contract # 14: Glass and Glazing

Bid Amount: _____ (\$ _____)

Prime Contract # 15: Ceramic, Stone, and Terrazzo Flooring and Wall Finishes

Bid Amount: _____ (\$ _____)

Ace Audio Communications, Inc.

P.O. Box 782

Round Rock, TX 78680

(512) 218-4043

Prime Contract # 21: Plumbing and Mechanical

Bid Amount: _____ (\$ _____)

My bid includes these specification sections listed for this prime contract _____

My bid excludes these specification sections listed for this prime contract _____

Prime Contract # 22: Electrical and Fire Alarm Systems

Bid Amount: _____ (\$ _____)

My bid includes these specification sections listed for this prime contract _____

My bid excludes these specification sections listed for this prime contract _____

Prime Contract # 23: Security Electronics and Special SystemsBid Amount: Twenty Two Thousand, One Hundred, Eighty One Dollars (\$ 22,181.00)My bid includes these specification sections listed for this prime contract 17726My bid excludes these specification sections listed for this prime contract 17100**Prime Contract # 24: Voice and Data Communications**Bid Amount: Sixty Two Thousand, Seven Hundred Dollars (\$ 62,700.00)My bid includes these specification sections listed for this prime contract 17750

My bid excludes these specification sections listed for this prime contract _____

Prime Contract # 25: Combined Prime Contract (LIST EACH PRIME CONTRACT SEPERATELY)

Bid Amount: _____ (\$ _____)

ALTERNATE BID INFORMATION:

Fill in all blanks as appropriate for the Alternate Bid. Circle the appropriate word (add or deduct) to indicate the effect that the alternate amount will have on the base bid. If the Alternate Bid does not affect the Prime Contract of Work being bid enter "N/A". A blank or a zero will be interpreted to mean that the alternate may be accepted by Owner without adjustment (add or deduct) to the Bid Alternate.

ALTERNATE BIDS:

ALTERNATE No. 01: State the amount to be added/deducted from the Base Bid for the Renovation of the Annex Building (Phases 1 – 4) as indicated on the drawings AC0.90 and AC0.91 and the specifications:

Add/Deduct _____ (\$ _____)

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

ALTERNATE BIDS:

ALTERNATE No. 01: State the amount to be added/deducted from the Base Bid for the Renovation of the Annex Building (Phases 1 – 4) as indicated on the drawings AC0.90 and AC0.91 and the specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 02: State the amount to be added/deducted to the Base Bid to revising the finishes of Storage Room AR102 to those required for a Law Library as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 03: State the amount to be added/deducted to the Base Bid to modify the building's interior stair construction from cast-in-place concrete to steel pan stairs with concrete in-fill as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 04: State the amount to be added/deducted to the Base Bid to provide the additional landscaping and irrigation outside of the base bid limits of construction at the existing County Courthouse Annex South Parking area and the existing EMS facilities (north of construction limits) as indicated on drawing L-1 on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 05: State the amount to be added/deducted to the Base Bid to add roofing as indicated on the drawings and specifications.

ALTERNATE No. 05 A: The center section of copper Gable Roof and the associated framing, attic flooring and other related improvements to connect the existing gable roof to the new addition.
Add/Deduct: _____ (\$ _____)

ALTERNATE No. 05 B: The installation of the alternate flat roof deck and modified bitumen roof with its associated framing, insulation and other related items if the Gable Roof is deleted.

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 06: State the amount to be added to, or deleted from, the Base Bid to provide Parabolic Light Fixtures in lieu of lay-in trouffer fixtures as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

Alternate No. 06B (Applies to the Renovation area only within the existing Annex)

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 07: State the amount to be added/deducted to the Base Bid to provide modifications to the main support framing on column line "L" to include piers, grade beams, steel and all other related architectural changes as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

Ace Audio Communications, Inc.

P.O. Box 782

Round Rock, TX 78680
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RECORDERS MEMORANDUM

All or part of the text on this page was not clearly legible for satisfactory recordation.

ALTERNATE No. 08: State the amount to be added/deducted to the Base Bid to provide Ariscraft masonry units for use as the column wrap for columns on lines "M & 27.9" and for in-fill of north wall of new entrance between lines "G & J.8" in lieu of precast concrete as well as for the exterior veneer where noted in lieu of limestone as indicated on the base bid drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 09: State the amount to be added/deducted to the Base Bid to provide 2' X 2' ceiling grid and tile in lieu of the 2' X 4' ceiling grid and tile as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 10: State the amount to be added/deducted to the Base Bid to provide bi-level switching within those spaces shown in lieu of the light switching indicated on the base bid drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 11: State the amount to be added/deducted to the Base Bid to provide higher efficiency chillers and concrete equipment pads in lieu of the 9.4 EER chillers and pads as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 12: State the amount to be added/deducted to the Base Bid to provide HVAC Instrumentation and Control Systems in lieu of the HVAC items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 12A: State the amount to be added/deducted to the Base Bid to provide Invensys (Siebe) by Ward Systems in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Invensys (Siebe) by Ward Systems in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 12C: State the amount to be added/deducted to the Base Bid to provide Delta Controls in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

ALTERNATE No. 12D: State the amount to be added/deducted to the Base Bid to provide Control Systems International in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

Ace Audio Communications, Inc.

ALTERNATE No. 12E: State the amount to be added/deducted to the Base Bid to provide Contractor in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ _____)

Round Rock, TX 78680

(512) 218-4043

RECORDERS MEMORANDUM

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VOLUNTARY ALTERNATE BIDS: State the amount to be added to, or deleted from, the Base Bid to provide alternate materials, systems or products, **provided the alternate meets or exceeds the existing project specifications.** If more space is required, provide additional voluntary alternates on Bidder's letterhead.

Voluntary Alternate Bid #1:

Add/Deduct: _____ (\$ _____)

Voluntary Alternate Bid #2:

Add/Deduct: _____ (\$ _____)

TAXES - The undersigned hereby declares that all prices for permanent materials to be incorporated into the Work given herein EXCLUDE Texas Sales and Use Taxes in accordance with notice of EXEMPTION noted in the Bid Instructions.

ADDENDA – Bidder Acknowledges receipt of the following Addendum as issued and dated:

ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that _____% of its workmen for the Project presently reside in Williamson County, Texas. Inaccurate certifications shall constitute cause for termination of any contract with the Owner and the Owner may then require, whether or not included in the contract, indemnification for any costs incurred by the Owner in connection with the termination."

DATED THIS: _____ DAY OF _____ 2003.

LEGAL NAME OF BIDDER:

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER:

SIGNATURE OF AUTHORIZED OFFICER:

circle one to indicate whether : CORPORATION, PARTNERSHIP or SOLE OWNER

If Corporation, in what state AND year incorporated AND Federal ID. #? _____

If Partnership, give names of Partners AND Social Security Number _____

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

INVITATION TO BID

1. Sealed bids are being solicited for the **WILLIAMSON COUNTY JUSTICE CENTER EXPANSION, COURTHOUSE ANNEX ADDITION, 405 Martin Luther King Street, Georgetown, Texas 78626.**
2. The Owner for this project is: **WILLIAMSON COUNTY
405 Martin Luther King Street,
Georgetown, Texas 78626**
3. Bids must be submitted in strict accordance with the plans and specifications dated **August 26, 2002 and August 27, 2002 respectively.**
4. Construction Manager for the Project is **The Landmark Organization, 1700 Rio Grande, Austin, Texas 78701. Phone (512) 652-4000; FAX (512) 652-4001**
5. **Durrant Architects, Inc., 3001 South Lamar, Suite 302, Austin, Texas 78704 is the Architect for the Project.**
6. It shall be the bidder's responsibility to insure that his bid is received by the Owner between the hours of 8 A.M. **BUT NOT LATER THAN:**

TIME: 2:00 p.m.
DATE: Thursday, January 16, 2003
AT: LOCATION: WILLIAMSON COUNTY CENTRAL MAINTENANCE FACILITY
Room C
1900 Georgetown Inner Loop,
Georgetown, Texas 78626
7. Bids will be publicly opened and read aloud at the herein established time and place.
8. With the exception of material suppliers, all bids must be accompanied by a Bid Bond, Cashier's Check, or Certified Check in an amount equal to five percent (5%) of the total amount of the bid.
9. Pursuant to the requirements of Chapter 2253.021 of the Texas Government Code that governs the requirements for performance and payment bonds, a performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The Bond Premium amount **shall be included** in the Base Bid amount.
10. Bidders certify that the bonds being/to be supplied are from a bonding company which the bidder believes to be solvent and that representations made in the bonds are true and correct.
11. No bid can be withdrawn after the time set for the receiving of bids and pending consideration of and action upon same by the Owner. In no event, however, will action upon the bids be deferred beyond 60 days from the date herein before set forth for receiving of same.
12. Plans and specifications may be examined at the office of the Construction Manager, The Landmark Organization, 1700 Rio Grande, Austin, Texas 78701 and at the following Plan Rooms:

Associated Builders & Contractors (ABC)

Attn: Nancy Snow
 3006 Longhorn Blvd., Ste. 104
 Austin, TX 78758
 Tel: 512-719-5263

Asian Construction Trade Assoc - Plan Room

Attn: Mahesh Naik
 4007 Ed Bluestein Blvd., Bldg. S
 Austin, TX 78721
 Tel: 512-971-4811

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

Associated General Contractors (AGC)
Attn: Clementina Owen
 609 South Lamar Blvd.
 Austin, TX 78704
 Tel: 512-442-7887

F.W. Dodge Plan Room
Attn: Nicole Barriere
 505 E. Hartland Dr., Ste. 310
 Austin, TX 78752
 Tel: 512-458-1341

Austin Metropolitan United Black Contractors Assoc.
Attn: Ben Warmate
 3778 County Rd 123, Bldg A, Ste 4
 Round Rock, TX 78664
 Tel: 512-784-1891

Austin Hispanic Chamber of Commerce
Attn: Mary Martinez
 3000 So. IH 35, Suite 305
 Austin, TX 78704
 Tel: 512-441-1543

City of Austin DSMBR Plan Room
Attn: Vicky Valdez Gomez
 4100 Ed Bluestein Blvd.
 Austin, Texas 78767
 Tel: 512 974-7620

Reed Construction Data Plan Room-San Antonio
Attn: Penny Slaboda
 10300 Heritage Blvd., Suite 130
 San Antonio, Texas 78216
 Tel: 210 366-3176

Austin Minority Trades Assoc Plan Room
Attn: Jose Vera (c/o Republic Paint)
 5501 So. Congress Avenue
 Austin, TX 78745
 Tel: 512 707-0009

Austin Black Contractors Association
Attn: Carol Hadnot
 6448 Highway 290 East, Suite E-107
 Austin, TX 78723
 Tel: 512 467-6894

Hispanic Contractors Association of Austin
Attn: Sergio Ornelas
 4100 Ed Bluestein Blvd, Bldg S
 Austin, TX 78721
 Tel: 512 929-3363

Texas Center for Women's Business Enterprises
Attn: Michelle Pettes
 4100 Ed Bluestein Blvd, Bldg S
 Austin, TX 78721
 Tel: 512 472-8522

Builder's Exchange
Attn: Lori Ruiz
 4047 Naco Perrin, Suite 100
 San Antonio, TX 78721
 Tel: 210 564-6900

13. Copies of the drawings and specifications may be obtained by bidders for a deposit of \$200.00 per set. This deposit will be refunded to bidders submitting a bona fide bid and upon return of the plans and specifications to the Construction Manager in good condition within two weeks following the opening of bids, otherwise all plan deposits shall be forfeited.
14. The Owner reserves the right to reject any or all bids and to waive any technicalities herein.

BY ORDER OF:

WILLIAMSON COUNTY AUDITOR'S OFFICE
 PURCHASING DEPARTMENT
 710 MAIN STREET – SUITE 303
 GEORGETOWN, TEXAS 78726

Ace Audio Communications, Inc.
P.O. Box 782
Round Rock, TX 78680
(512) 218-4043

INSTRUCTIONS TO BIDDERS**BIDS AND BID SECURITY**

Bids shall be made out on forms provided. They shall be sealed in an envelope, plainly marked with the name of the Project and the Category of Work, and addressed to:

**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET – SUITE 303
GEORGETOWN, TEXAS 78726**

A bid (original and 3 copies) to be entertained must be properly made out and signed by the bidder and must contain no erasure nor written memorandum qualifying same and, **except for material suppliers**, must be accompanied by a Bid Bond (attached to the original bid form) in the amount of Five Percent (5%) of the total amount of the bid or in the form of a Cashier's or Certified Check in a like amount. Said Bid Bond or check shall be made payable to WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT, 710 MAIN STREET – SUITE 303, GEORGETOWN, TEXAS 78726.

The Bid Security will be taken and considered as liquidated damages, not as a penalty, for the failure of a bidder to whom a contract is to be awarded to execute the contract documents and surety bond.

The Bid Security of all unsuccessful bidders will be returned approximately two (2) weeks following the award of the contract, excluding the apparent low, second low and third low bidders, whose bid security will be returned upon execution of the contracts, payment/performance bonds and required insurance certificates by the successful bidder for the faithful performance of the work and upon the receipt of these documents by the Owner.

INVESTIGATION

Before submitting their proposals, bidders shall carefully examine the drawings and specifications, visit the site and fully inform themselves as to existing conditions and shall fill their proposals out to carry out and complete the work under such conditions and in strict accordance with the drawings and specifications.

Should a bidder find discrepancies in, or omissions from the drawings or specifications, or should he be in doubt as to their meaning, or to the scope of work involved, the shall at once notify the Construction Manager who will obtain written instructions to all bidders from the Architect. The Owner, the Architect, and the Construction Manager shall not be responsible for any oral instructions.

Addenda may be issued during the time of bidding, which shall be acknowledged in bidder's proposal and will become a part of the contract.

No oral, telephonic or telegraphic proposals or modifications of proposals will be considered.

APPROVED EQUAL REQUEST SUBMITTAL

If the Bidder desires to substitute any material as an approved equal, he shall make his request in writing to the Architect for approval and obtain approval at least seven (7) days prior to the date set for opening of the bids. The request must be accompanied by data substantiating the claim that the material or product is equal to that specified and the Contractor shall include all adjustments as required by such changes. Approval of the Architect shall be by Addendum sent to all bidders. Previous approval by the Architect of materials and products for other projects does not constitute approval for this project.

VOLUNTARY ALTERNATE PROPOSAL

Materials, systems and products of the Bidder's choice may be offered as a voluntary alternate to the specifications, either in the space provided in the Proposal Form, or, if not provided, on the bidder's letterhead and attached to the Bid Form. Alternate proposals must be accompanied by descriptive and technical data, together with a statement of addition or deduction of cost to the Base Bid.

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Bid or Alternate the voluntary alternate affects. Prior approval by the Architect is **not required** on items submitted as *Voluntary Alternate Proposal*. The Owner, Architect and Construction Manager reserve the right to accept materials not approved prior to the opening of bids and submitted as a voluntary alternate, if, in their opinion, the best interest of the Owner can be served by such approval.

TIME OF COMMENCEMENT AND COMPLETION

Bidders are advised that this project is divided into Categories of Work as defined in these documents. Awards for all Bid Package work categories are anticipated to be made at subsequent County Board Meetings following the receipt of bids. Work on the Project shall commence immediately following award with construction to be substantially completed on or before **May 1, 2004**.

Liquidated damages will be assessed at the rate of **Five Hundred and No/100 Dollars (\$500.00) per calendar day** for each day past the date established for substantial completion that substantial completion has not been achieved, as determined by the Architect and the Construction Manager.

PRE-BID CONFERENCE

A Pre-Bid Conference for each Bid Package will be held at the Central Maintenance Facility on **Thursday, January 7, 2003 at 10:00 AM**. All bidders are encouraged to attend. **This will be the only conference**. If, however, special circumstances prohibit your attendance, please contact the Construction Manager.

TAXES

Bidders shall exclude all Texas Sales and Use Taxes upon materials and equipment from their bids.

WORKMEN, APPRENTICESHIPS AND RESIDENCY

The Owner requires that the following language be made part of all agreements for this Project:

"The Owner derives a substantial portion of its funding from the Williamson County, Texas residents and believes that those residents take special pride in projects they perform for the Owner; such projects enhance the community of Williamson County, Texas and provide for the future of Williamson County, Texas children. Consequently, the Owner encourages bidders to employ Williamson County, Texas residents for the Project. All bidders are required to certify in their bids the percentage of their workmen for the Project which reside in Williamson County, Texas."

The Owner requires that the following language be included in the Proposal Form:

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that _____% of its workmen for the Project presently reside in Williamson County, Texas. Inaccurate certifications shall constitute cause for termination of any contract with the Owner and the Owner may then require, whether or not included in the contract, indemnification for any costs incurred by the Owner in connection with the termination."

WAGE RATES

Workmen performing work under this contract shall be paid wages not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Texas, pursuant to Section 290.210 to 340 V.A.M.S., or as determined by the Court of Appeal. A copy of the law and of these hourly wages is provided herein.

Under the provisions of this law, the Contractor shall post a clearly legible statement of prevailing hourly wages to be paid to all workmen employed to execute the contract in a prominent and easily accessible place at the site. Notice shall remain posted during the full time that any such workmen are employed on

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Contractors engaged in any construction of public works shall keep full and accurate records clearly indicating names, occupations and craft of every workman employed by them in connection with the work

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together with an accurate record of the number of hours worked by each workman and the actual wages paid therefore. Payroll records shall be open to inspection by an authorized representative of the contracting public body or of the Department of Labor at any reasonable time and as often as may be necessary to satisfy the Department of Labor and the Construction Manager. Such records shall not be destroyed or removed from the state for a period of one year following the completion of the public work for which the records are kept. Contractors shall submit monthly certified copies of their payroll records to the contracting public body in conjunction with each monthly Application for Payment.

Upon completion of the work and prior to final payment, each contractor, along with the final Application for Payment, shall file with the contracting public body an Affidavit of Compliance stating that he has fully complied with the provisions and requirements of this section. The public body shall not be authorized to make final payment until such affidavits are filed in proper form and order and acceptable.

Contractors shall comply with and be bound by the requirements referenced in the enclosed CHECK OFF LIST from the Division of Labor Standards, Prevailing Wage Section.

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SECTION 00700 - GENERAL CONDITIONS

1 - A.I.A. GENERAL CONDITIONS: The General Conditions for this project are the Standard Form A201/CMA, 1992 Construction Manager-Adviser Edition, Articles 1 through 14 inclusive, of the American Institute of Architects, and are to be considered a part of the Contract Documents as referenced and as if bound herein. Copies of this document are available for review at the offices of the Construction Manager.

END OF SECTION 00700

SECTION 00800 - SUPPLEMENTARY CONDITIONS**1 - A.I.A. GENERAL CONDITIONS**

- 1.01 The General Conditions in accordance with the Standard Form A201/CMA, 1992 Edition, Articles 1 through 14 inclusive, of the American Institute of Architects, are to be considered a part of this contract as if bound herein

2 - TAXES

- 2.01 All contractors shall exclude from their bid price Texas sales and use taxes upon materials and equipment required for their work. In order for the Owner to take advantage of its tax exempt status as determined by the State of Texas, Department of Revenue, the Owner will provide a TEXAS PROJECT EXEMPTION CERTIFICATE and a copy of its notice of EXEMPTION FROM TEXAS SALES-USE TAX. Contractor shall be responsible for coordinating the delivery of all such materials/equipment thus purchased, and for receiving, handling, properly storing and installing them within the scope of their work for this project. (Amends Articles 3.6.1 and 7.3.6.4 of AIA Document A201/CMA 1992 Edition).

3 - CONTRACT AND BOND

- 3.01 Contracts and bonds will be drawn upon the Standard Form of the American Institute of Architects.
- A. The successful trade contractors shall execute, pay for, and deliver to the Owner a Performance of Contract Bond, and a Labor and Material Payment Bond in the form as specified herein, with an approved surety company authorized to do business in the State of Texas as surety thereon and made payable to the Owner in an amount equal to one hundred percent (100%) of the contract price. Bonds shall include provisions to guarantee the faithful performance of the prevailing hourly wage clause in accordance with the Prevailing Wage Law, Department of Labor and Industrial Relations, Industrial Commission of Missouri. (Amends Article 11.4.1 of AIA Document A201/CMA, 1992 Edition).

4 - CONTRACTOR'S INSURANCE REQUIREMENTS (Amends Article 11 of AIA Document A201/CMA, 1992 Edition.)

- 4.01 INSURANCE: Contractor shall, at its expense, procure and maintain insurance on all of its operations, in companies acceptable to the Construction Manager as follows:
- A. Workers' Compensation and Employers Liability Insurance as required by any applicable law or regulation. Employers Liability insurance shall be in an amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease unless your firm carries an Umbrella or Excess Liability Policy in the amount of \$1,000,000.00 in which case the minimum limits as required by statute would be acceptable.

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If there is an exposure of injury to Contractor's employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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- B. General Liability Insurance. Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Premises and Operations
- (2) Products and Complete Operations
- (3) Contractual Liability insuring the obligations assumed by the Contractor on this agreement
- (4) Broad Form Property Damage (including Completed Operations)
- (5) The Explosion, Collapse and Underground Hazards
- (6) Personal Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately to the Contractor's project under this contract. (See 1 (c) below)

1. Limits of Liability - All Policy Forms

- (a) If the Contractor carries Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (b) If the Contractor carries Commercial General Liability policy, the limits of liability shall not be less than:

\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$1,000,000 for Personal Injury Liability
\$1,000,000 Aggregate for Products-Completed Operations
\$1,000,000 General Aggregate

- (c) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this project, (see Paragraph B above), or if Defense costs are included in the General Aggregate Limit, then the required General Aggregate Limit is \$2,000,000.

- (d) Additional Insured (Comprehensive General Liability or the "Occurrence" (not Claims Made) form of the new Commercial General Liability policy) The Construction Manager, its officers, directors and employees and the Owner shall be named as Additional Insured under the Comprehensive General Liability insurance policy or the Commercial General Liability policy and the policy shall stipulate that the insurance afforded the Construction Manager, its officers, directors and employees and the Owner as Additional Insured shall apply as primary insurance and that any other insurance carried by the Contractor, its officers, directors and employees or the Owner will be excess only and will not contribute with this insurance.

2. Special "Claims Made" Policy Form Provisions. If General Liability Insurance is provided under the "Claims Made" Commercial General Liability insurance policy:

- (a) The Contractor shall carry the required Commercial General Liability insurance for seven years following completion of the Contractor's work under this contract and the Contractor shall furnish Certificates of Insurance to the Owner in care of the Construction Manager at the
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beginning of each of these subsequent policies for seven years as evidence of this required insurance.

- (b) The Certificate of Insurance shall show the "Retroactive Date".
- (c) If the "Retroactive Date" is later than the date of this subcontract and the Contractor was previously insured under a "Claims Made" Commercial General Liability Insurance policy during any portion of the period between the date of this contract and the "Retroactive Date" of the contractor's current "Claims Made" Commercial General Liability insurance policy, the Contractor shall furnish a Certificate of Insurance showing that the Contractor Tail Endorsement under the previous policy extending the period for an unlimited time during which a claim may first be made.
- (d) The Contractor shall furnish an Owners' and Contractors' Protective Liability policy on an "Occurrence" (not Claims Made) form insuring the Construction Manager, its officers, directors and employees and the Owner as named insured and providing that the insurance shall apply as primary insurance and that any other insurance carried by the Construction Manager, its officers, directors and employees or the Owner will be excess only and will not contribute with the insurance. The limits of liability for the Owners' and Construction Managers Protective Liability policy shall not be less than a combined single limit for bodily injury and property damage liability of:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

- (e) Automobile Liability Insurance (Bodily Injury and Property Damage Liability including coverage for owned, hired and nonowned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit each accident for Bodily Injury and Property Damage Combined. If the Contractor's General Liability insurance is provided by the new Commercial General Liability policy (whether the "Occurrence" or the "Claims Made" form), then the Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.
- (f) Certificates of Insurance, as evidence of the insurance required by this agreement, shall be furnished by the Contractor to the Construction Manager before any work hereunder is commenced by the Contractor. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Owner in care of the Construction Manager.
- (g) In the event the Contractor does not comply with the requirement of this section the Construction Manager, on behalf of the Owner may, at his option, provide insurance coverage to protect the Construction Manager and Owner, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Construction Manager, but any acceptance of insurance certificates by the Construction Manager shall in no way limit or relieve the Contractor of the duties and responsibilities by them in this Agreement.

4.02 Hold-Harmless: Contractors hereby agree to hold harmless, indemnify and defend the Owner and his agents, architects, engineers, construction manager and employees while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the contractors' performance of the work described of the Owner, his agents, architects, engineers, construction manager or employees. The contractors will require

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any and all subcontractors to conform with the provisions of this clause prior to commencing any work.

- A. The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the foregoing.

5 - CONTRACTOR/TRADE CONTRACTOR

- 5.01 The term "Contractor" is defined in Article 3 of AIA Document A201/CMA and is used interchangeably in these specifications with the term "Trade Contractor" and means the successful bidder for one or more Categories of Work. It is the intent of these specifications to obtain separate bids on various Categories of Work, and for the contractor bidding on a particular Category of Work to be wholly responsible for providing all labor, materials, equipment, and supervision necessary to properly complete that Category of Work as required by the Contract Documents.

6 - RESPONSIBILITY AND DIVISION OF WORK

- 6.01 The Contract Documents as defined in the General Conditions to the Contract For Construction define the limitations of this agreement. Responsibility for and division of the work is determined within the limitations and requirements of the Contract Documents. Where expressly stipulated in the Contract Documents, responsibility for and division of work as defined in the Contract Documents shall not supersede area trade practice, union work jurisdictions, if any, and other traditional divisions of work.

END OF SECTION 00800

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SECTION 00850 – PRIME CONTRACTS

GENERAL: Separate bids shall be submitted directly to the Owner on bid forms provided by the Construction Manager for the following Categories of Work. It is intended that each Prime Contract represents a complete, well-defined scope of work, and that the Contractor submitting a proposal for a particular Prime Contract is entirely responsible for providing all labor, materials, equipment and supervision, to properly complete that Prime Contract, and for integrating his work within the scope of the total project.

PRIME CONTRACT 01: Demolition: This Prime Contract Work includes, but is not necessarily limited to building Selective Demolition as indicated on drawings AC0.80, AC0.81, AC0.82. The Selective Demolition Work indicated on drawing AC0.83 and AC0.84 shall be bid as Alternate No. 1 unless noted otherwise. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

02221 Building Demolition

PRIME CONTRACT 02: Site Improvements: This Prime Contract Work includes, but is not necessarily limited to temporary landscape protection: erosion control: site demolition: earthwork: bulk excavation: removal of excavation surplus materials: foundation excavation and backfill: rock excavation: site water, sewer, and storm water utilities: temporary and permanent fencing: and asphalt paving, patching, and pavement marking. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

02-A	02230	Site Clearing
	02300	Earthwork
	02741	Hot-Mix Asphalt Paving, Striping, wheel stops, signage
	02221	Demolition, if shown.
02-B	02361	Termite Control
02-C	02510	Water Distribution
	02530	Sanitary Sewerage
	02630	Storm Drainage
	02221	Demolition, if shown.

PRIME CONTRACT 03: Landscaping: This Prime Contract Work includes, but is not necessarily limited to all landscaping and irrigation systems. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

03-A	02800	Irrigation
	02900	Landscaping Planting
	02905	Grass Establishment
03-B	02821	Chain-link Fences and Gates

PRIME CONTRACT 04: Concrete: This Prime Contract of Work includes, but is not necessarily limited to concrete slabs and walks on-grade; drilled pier foundations; removal of pier spoils; finishing of all concrete flatwork; saw cutting and tooling of all control joints; forming and finishing of all curbs and gutters, site footings, site walls, slab-on-grade and on metal deck edges; slabs (tunnel), continuous footings, spread footings, grade beams, pit walls, and foundation and shaft walls; water stop; concrete reinforcement and embedded metal

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assemblies; ready-mix concrete; concrete placement; grouting; and under slab vapor barriers. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- | | |
|----------|---|
| 04-A | 02470 Drilled Pier Foundations |
| | 02751 Cement Concrete Pavement |
| | 03100 Concrete Formwork |
| | 03200 Concrete Reinforcement and Embedded Material Assemblies |
| | 03300 Cast-In-Place Concrete |
|
04-B |
03450 Plant-Precast Architectural Concrete
Erect Precast Concrete Panels |

PRIME CONTRACT 05: Masonry: This Prime Contract Work includes, but is not necessarily limited to all concrete masonry units: stone masonry veneer: cast stone: masonry reinforcement: masonry grout. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- | |
|---|
| 04210 Clay Masonry Units |
| 04220 Concrete Masonry Units |
| 04410 Stone Masonry Veneer |
| 04720 Cast Stone
Masonry Reinforcement |

PRIME CONTRACT 06: Metals: This Prime Contract Work includes, but is not necessarily limited to all structural steel: steel deck: handrails and railings: metal stair pans: gratings: anchor bolts: steel imbeds: metal shims: metal fabrications. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- | | |
|----------|---|
| 06-A | 05120 Structural Steel |
| | 05310 Steel Deck |
| | 05500 Metal Fabrications, Stairs and Railings |
| | 05530 Gratings |
| | 05720 Ornamental Guardrails, Handrails, Railings,
Custom Fabricated Sunscreens |
|
06-B |
05811 Architectural Joint Systems |

PRIME CONTRACT 07: Waterproofing, Dampproofing, Caulking: This Prime Contract Work includes, but is not necessarily limited to all perimeter insulation: building insulation: thermoplastic sheet waterproofing. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- | | |
|----------|--|
| 07-A | 02764 Pavement Joint Sealants/Caulking |
| | 07133 Thermoplastic Sheet Waterproofing |
| | 07140 Joint Sealants/Pavement Joint sealants |
|
07-B |
07210 Building Insulation |
| | 07211 Perimeter Building Insulation |

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PRIME CONTRACT 08: Sprayed Fire Resistive Materials and all Sealant Systems: This Prime Contract Work includes, but is not necessarily limited to all rated caulking for 1,2, & 3 hour walls: joint caulking: sprayed fire resistant materials: security (pick proof) caulking: backer rod. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

07811 Sprayed Fire-Resistive Materials
07841 Through-Penetration Fire-stop Systems

PRIME CONTRACT 09: Exterior Portland Cement Plaster Systems: This Prime Contract Work includes, but is not necessarily limited to all precast architectural concrete: exterior cement plaster systems: pre-stress strand reinforcement: grouting materials: precast molds: embedded materials. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

09220 Portland Cement Plaster
09000 Room Finish Schedule

PRIME CONTRACT 10: Roofing, Roof Accessories and all Sheet Metal Flashings: This Prime Contract Work includes, but is not necessarily limited to thermoplastic sheet waterproofing: manufactured roof specialties: standing seam roofing: copper metal roofing: modified bituminous membrane roofing: sheet metal flashing and trim: fasteners: roofing insulation: roof adhesives. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

07420 Composite Metal Panels
07552 SBS-Modified Bituminous Membrane Roofing
07610 Copper Metal Roofing
07620 Sheet Metal Flashing and Trim
07710 Manufactured Roof Specialties

PRIME CONTRACT 11: Gypsum Drywall and Acoustic Ceiling Systems: This Prime Contract Work includes, but is not necessarily limited to all framing for steel soffits: steel framing: fire rated assemblies: gypsum board: steel for suspended ceilings: gypsum shaft wall assemblies: metal fasteners: acoustical metal suspension system: acoustical panels: wire hangers: bracing: ties. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

06050 Miscellaneous Carpentry, blocking.
09000 Room Finish Schedule
09253 Gypsum Sheathing
09260 Gypsum Board Assemblies
09270 Gypsum Board Shaft-Wall Assemblies
09270 Gypsum Board Shaft-Wall Assemblies

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PRIME CONTRACT 12: Architectural Woodwork: This Prime Contract Work includes, but is not necessarily limited to all cabinets: drawers: plastic laminate clad products: wood veneer faced products: fire rated assemblies: furring: blocking: hanging strips: hardware: toe boards: shelving. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

06105 Miscellaneous Carpentry
 06200 Finish Carpentry
 06402 Interior Architectural Woodwork
 09000 Room Finish Schedule
 12670 Pews and Benches

PRIME CONTRACT 13: Doors, Frames and Finish Hardware: This Prime Contract Work includes, but is not necessarily limited to all standard hollow metal doors and frames: fire rated doors: interior and exterior applications: masonry hangers: interior aluminum frames: exterior aluminum frames: aluminum entrances and storefronts: aluminum curtain walls: sliding automatic entrance doors: flush wood doors: access doors: overhead coiling doors: fire rated overhead coiling doors: door hardware and trim. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

13-A 08100 Door Schedule
 08110 Steel Doors and Frames

13-B 08125 Interior Aluminum Frames
 08100 Door Schedule

13-C 08211 Flush Wood Doors
 08100 Door Schedule

13-D 08311 Access Doors and Frames

13-E 08331 Overhead Coiling Doors
 08100 Door Schedule

13-F 08710 Finish Hardware

PRIME CONTRACT 14: Glass and Glazing: This Prime Contract Work includes, but is not necessarily limited to all tempered glass: wire glass: insulated glass: glazing tape. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

08100 Door Schedule
 08800 Glazing
 08461 Sliding Automatic Entrance Doors
 08410 Aluminum Entrances and Storefronts
 08920 Glazed Aluminum Curtain Walls
 Tempered Glass per section 05720 in Railing

PRIME CONTRACT 15: Ceramic, Stone, and Terrazzo Flooring and Wall Finishes: This Prime Contract Work includes, but is not necessarily limited to all ceramic tile: travertine tile: terrazzo: tile grout: tile mastic. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

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the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

09000 Room Finish Schedule
 09310 Ceramic Tile
 09380 Travertine Tile
 09403 Polyarcylate Terrazzo

PRIME CONTRACT 16: Resilient Tile Flooring, Base and Carpet Flooring: This Prime Contract Work includes, but is not necessarily limited to all carpeting: cove base: tile flooring: adhesives. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

09000 Room Finish Schedule
 09651 Resilient Tile Flooring
 09653 Resilient Wall Base and Accessories
 09680 Carpet
 12484 Floor Mats and Frames

PRIME CONTRACT 17: Painting: This Prime Contract Work includes, but is not necessarily limited to all primer: back roll: final finish paint. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

09900 Painting
 09945 Multicolored Interior Coating
 09981 Cementitious Coatings

PRIME CONTRACT 18: Specialties: This Prime Contract Work includes, but is not necessarily limited to all toilet and bath accessories: toilet partitions: fire extinguishers and cabinets: flag poles. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

10155 Toilet Compartments
 10200 Louvers
 10350 Flagpoles
 10520 Fire-Protection Specialties
 10801 Toilet and Bath Accessories
 11132 Projection Screens

PRIME CONTRACT 19: Detention Equipment: This Prime Contract Work includes, but is not necessarily limited to all detention doors: hardware: glazing: locks: door frames: furniture: accessories. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

11190 Basic Detention Equipment Requirements
 11191 Security Hollow Metal
 11192 Security Hardware
 11193 Security Glazing
 11194 Security Furnishings
 11195 Security Ceiling Access Panels

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11196 Security Fasteners and Bolts

PRIME CONTRACT 20: Elevators and Platform Lifts: This Prime Contract Work includes, but is not necessarily limited to all elevators and platform lifts. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- 14242 Hydraulic Passenger Elevators
- 14420 Witness Stand Lift

PRIME CONTRACT 21: Plumbing and Mechanical: This Prime Contract Work includes, but is not necessarily limited to all HVAC work. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- 02221 Demolition, if shown.
- 08311 Access Doors and Frames
- 15050 Basic Mechanical Materials And Methods
- 15055 Motors
- 15060 Hangers And Supports
- 15071 Mechanical Vibration Controls
- 15075 Mechanical Identification
- 15081 Duct Insulation
- 15082 Equipment Insulation
- 15083 Pipe Insulation
- 15110 Valves
- 15122 Meters and Gages
- 15725 Modular Indoor Air-Handling Units
- 15726 Outdoor Air-Handling Units
- 15763 Fan Coil Units
- 15767 Propeller Unit Heaters
- 15815 Metal Ducts
- 15820 Duct Accessories
- 15838 Power Ventilators
- 15845 Air Terminals
- 15855 Diffusers, Registers, And Grilles
- 15861 Air Filters
- 15900 HVAC Instrumentation and Controls
- 15900A HVAC Instrumentation and Controls
- 15940 Sequence Of Operation
- 15990 Testing, Adjusting, and Balancing

Plumbing: This Prime Contract of work includes, but is not necessarily limited to all Plumbing work. The Plumbing contractor shall include the excavation and backfill of underground utilities and under slab rough-ins. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- 02221 Demolition, if shown.
- 08311 Access Doors and Frames
- 15083 Pipe Insulation
- 15110 Valves
- 15122 Meters and Gages
- 15172 Domestic Water Piping
- 15150 Sanitary Waste And Vent Piping

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- 15160 Storm Drainage Piping
- 15181 Hydronic Piping
- 15185 Hydronic Pumps
- 15194 Fuel Gas Piping
- 15269 Variable Frequency Controllers
- 15410 Plumbing Fixtures
- 15413 Security Plumbing Fixtures
- 15415 Drinking Fountains And Water Coolers
- 15430 Plumbing Specialties
- 15441 Water Distribution Pumps
- 15446 Sump Pumps
- 15486 Fuel-Fired, Domestic Water Heaters
- 15513 Condensing Boilers
- 15628 Reciprocating/Scroll Water Chillers

Fire Protection: This Prime Contract of work includes, but is not necessarily limited to all Fire Protection work. The Fire Protection contractor shall include the excavation and backfill of underground utilities and under slab rough-ins. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- 15300 Fire Suppression Piping

PRIME CONTRACT 22: Electrical and Fire Alarm Systems: This Prime Contract of work includes, but not necessarily limited to, all electrical work, fire alarm systems, telephone systems and communication systems. Bidders submitting proposals for this Prime Contract of Work are required to furnish all labor, materials, equipment and supervision required to complete this Work in its entirety. In general, the scope of work includes, but is not necessarily limited to, applicable requirements of Division 0 and Division 1 of the Project Manual and items indicated in the Contract Documents, including the work of the following specification sections.

- 08311 Access Doors and Frames
- 16001 Demolition
- 16021 Underwriters Laboratory Listing
- 16050 Basic Electrical Materials and Methods
- 16060 Grounding and Bonding
- 16075 Electrical Identification
- 16080 Electrical Testing
- 16101 Excavation and Backfill
- 16120 Conductors and Cables
- 16130 Raceways and Boxes
- 16140 Wiring Devices
- 16145 Lighting Control Devices
- 16289 Transient Voltage Suppression
- 16410 Enclosed Switches
- 16420 Enclosed Controllers
- 16441 Switchboards
- 16442 Panelboards
- 16461 Dry Type Transformers
- 16491 Fuses
- 16511 Interior Lighting
- 16521 Exterior Lighting
- 16570 Dimming Controls
- 16720 Fire Alarm

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SCHEDULES, REPORTS, AND PAYMENTS

- A. Coordination: Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect and Construction Manager. In particular, provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.
- B. Progress Schedule: Each Contractor shall prepare a schedule based on the start and completion dates given for the work in general accordance with the Construction Manager's Preliminary Bid Schedule allowing for completion of the Project on or before **May 1, 2004**.

Contractor shall figure in their bid any overtime work they deem necessary to complete this project on the dates listed. Any temporary protection or heating required for winter weather construction shall be figured in the base bid (i.e.: winter concrete, heat for doing masonry, drywall, fireproofing, painting, etc.).

The schedules submitted by the contractors will be reviewed and incorporated into one overall job schedule by the Construction Manager. Each contractor shall cooperate with Construction Manager in preparation of the overall job schedule. Provide information regarding submittal and purchase order sequencing, materials ordering lead times, manpower requirements, and similar information that may affect sequence and schedule of work. Construction Manager shall periodically update project schedules based upon the progress of work. Cooperate with Construction Manager in adjusting schedules for preparation of submittals, fabrication of work, delivery of materials and performance of work to facilitate the orderly and proper sequence of the work and in a manner that will allow the work to be expeditiously and properly.

- C. Schedule of Values: Prepare the schedule of values, as required by the General Conditions. Provide listing of Subcontractors, listing of products and principal suppliers and fabricators, and the schedule of submittals. Provide breakdown of the Contract Sum by both labor and material. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum.

D. **PAYMENT REQUESTS**

1. Application Transmittal: No later than the 25th of each month, submit 3 executed copies of each payment application, one copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Construction Manager. Transmit to Construction Manager by means ensuring receipt within 24 hours.
2. Except as otherwise indicated, the progress payment cycle is to be regular. Each application shall be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements:
 - a. Contractors shall use payment application forms as provided by the Construction Manager.
 - b. Waivers of Lien: For each payment application, submit waivers of lien from every entity in excess of \$100 arising out of the Contract, and related to work covered by the payment. Submit partial waivers for the amount requested, prior to deduction of retainage, on each item. When the application shows completion of an item, submit final or full waivers.

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Waiver Delays: At the Contractor's option, each progress payment may be submitted with waivers from the Subcontractors or Sub-Subcontractors and

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suppliers for the previous period of construction covered by the previous application. The final payment application shall be submitted together with or preceded by final or complete waivers from every entity involved with performance of the work covered by the payment request.

- d. Waiver Forms: Submit waivers on forms and executed in a manner acceptable to the Construction Manager.
- e. Payments on account of the Contract Sum will be made to the Contractor by the Construction Manager within ten (10) days after receipt of payment to the Construction Manager from the Owner. The amount of the payment will be as follows:
 - 1. Ninety Five Percent (95%) of the amount claimed by the Contractor and approved by the Construction Manager which is properly allocable to Labor and Material expended in completing the work. In the case of stored materials, Ninety Percent (90%) of the amount claimed by the Contractor and approved by the Construction Manager.
 - 2. Ten Percent (10%) retainage will be held on stored materials until said material is physically located at the construction site. Five Percent (5%) retainage will be held on the labor and material portion of the contract amount until such time as Substantial Completion and Owner acceptance. See Section 01700 - Project Close out, for items to be completed and documentation to be submitted to the Construction Manager before final payment.
- f. Cash Discounts will be taken by the Owner resulting from early payment on invoices allowing such cash discounts. All other invoices shall be submitted and will be processed along with the regular monthly applications for payment.

E. EXTRA WORK

- 1. Where applicable, Unit Prices as established in the Contract may be used in arriving at the cost of any extra work, or in the absence of unit prices, the cost of extra work may be determined as follows:
 - a. In the adjustment of any extra work that may be required, the Contractor shall furnish an itemized cost of materials, labor and insurance involved, to which shall be added the Contractor's overhead and profit totaling a maximum of ten percent (10%).
 - b. In determining the cost of extra work the Contractor will not be allowed additional compensation for supervision or other such help as is already at the site unless the Construction Manager also authorizes an extension of time for the completion of the Contractor's extra work.
- 2. The Construction Manager and the Contractor shall agree upon the cost that will then be submitted to the Owner for final action. If the Owner decides to proceed with the work, the Construction Manager will deliver a written order for the lump sum figures agreed upon. NO EXTRA WORK shall be done by Contractor until he has received a written order authorizing such work or unless they are specifically directed by the Construction Manager to Proceed with the extra work.
- 3. The Contractor shall cooperate with the Owner and the Construction Manager to obtain the lowest market prices on suitable materials and labor involved.

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Invoices for extra work shall be submitted monthly as the work progresses based on the percentage of work completed.

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5. **ALL FINAL BILLINGS FOR THIS PROJECT ARE TO BE SUBMITTED NO LATER THAN TEN (10) DAYS AFTER SUBSTANTIAL COMPLETION. ANY BILLINGS RECEIVED AFTER THIS DATE WILL BE DENIED.**
- F. Payment Application Times: Applications for payment shall be submitted monthly to the Construction Manager. Processing of applications and issuance of payments will be made in accordance with the following schedule and requirements.
1. Monthly applications for payment must be received by the Construction Manager on or before the LAST day of the month for work completed through the TWENTY-FIFTH (25TH) day of the month. (Requests received after the LAST day of the month will be held and submitted to the Owner the following month.
 2. Landmark will review the applications and submit them to the Owner together with Landmark's recommendations regarding payment. Formal action will be taken by the Owner at its regularly scheduled board meeting.
 3. Payments on account of the Contract Sum will be made to the contractor by the Owner within thirty (30) calendar days after receipt of Landmark's recommendations. The amount of the payment will be as follows:
 - a. Ninety Five Percent (95%) of the amount claimed by the contractor and/or approved by the Construction Manager, which is expended in completing the work. Ninety Percent (90%) of the amount claimed for stored materials claimed by the contractor and approved by the Construction Manager.
 - b. Ten Percent (10%) retention will be held from the amount claimed for stored materials until said material is located on the construction site. Five Percent (5%) retention will be held from the contract amount on labor and material only. Retention will be held from the contract amount until such time as substantial completion and Owner acceptance, and until all final lien waivers and close-out documents have been submitted to the Construction Manager by this contractor and/or his subcontractors.
- G. Application Preparation: Complete application including notarization and execution by authorized persons. Incomplete applications will be returned by Construction Manager without action. Entries must match current schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- H. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation.
1. Listing of Subcontractors and principal suppliers and fabricators.
 2. Schedule of values.
 3. Schedule of principal products.
 4. Schedule of submittals (preliminary if not final).
 5. Listing of Contractor's staff assignments and principal consultants.
- I. Application at Time of Substantial Completion: Following issuance of Architect's final "Certificate of Substantial Completion", and also in part as applicable to prior certificates on portions of completed work as designated, Contractor may submit a "special" payment application. The principal administrative actions and submittals that must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:

Ace Audio Communications, Inc. provides similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.

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2. Warranties (guarantees), maintenance agreements and similar provisions of Contract Documents.
 3. Test/adjust/balance records, maintenance instructions, meter readings, startup performance reports, and similar change over information germane to Owner's occupancy, use, operation, and maintenance of completed work.
 4. Application for reduction (if any) of retainage.
 5. Advice to Owner on coordination of shifting insurance coverage's, including proof of extended coverage's as required.
 6. Listing of Contractor's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.
- J. Final Payment Application: The required actions and submittals which must precede or coincide with submittal of Contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:
1. Completion of project closeout requirements, including punch list.
 2. Completion of items specified for completion beyond time of Substantial Completion (regardless of whether special payment application was previously made).
 3. Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
 4. Submittal of required project construction records to Owner.
 5. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
 6. Change over of door locks and other Contractor's access provisions to Owner's property.
 7. Consent of Surety for final payment.
 8. Contractor's Guarantee Submitted on Company Letterhead.
 9. Demonstration of Systems.
 10. Operation/Maintenance Instruction and Service Manuals.
 11. Manufacturer's Warranties.
 12. Record documents
 13. Affidavit of Prevailing Wage Rates, with copies of Certified Payroll

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PROJECT MEETINGS

- A. A Pre-Construction Conference will be held at a place and time to be determined by the Construction Manager. The Contractor and major Subcontractors are encouraged to attend. The purpose of the conference is to review procedures (as required by the Contract Documents) and to discuss questions regarding the Contract Documents. The Construction Manager and/or Architect will make all possible clarifications.
- B. Progress meetings will be held weekly throughout the project. The purpose of the meetings will be to review progress, discuss delivery and scheduling requirements, and to resolve problems or issues affecting the project. Location of the meetings will be at a place and time to be determined by the Construction Manager.
- C. A Pre-Construction meeting will be held prior to starting any major construction activity. Meeting will take place at job site trailer to discuss safety, job procedures and review the specification requirements prior to beginning work.

PROJECT CONDITIONS

Information given in the SPECIAL CONDITIONS shall supersede information given in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS. Where any part of the GENERAL CONDITIONS or SUPPLEMENTARY GENERAL CONDITIONS is modified or voided by the SPECIAL CONDITIONS, the unaltered provisions shall remain in effect.

ARTICLE 1-LAYOUT

- .1 Landmark shall:
 - .1 Establish property lines.
 - .2 Provide datum bench for the use of all Contractors.
 - .3 Establish building corner control points.
 - .4 Establish a main column center line control point in both directions on each floor.
- .2 Other Contractors shall:
 - .1 Lay out all other work required to complete his Work Category except as noted to be performed by Landmark in this Article.

ARTICLE 2-FIELD OFFICES

- .1 Landmark shall:
 - .1 Provide field offices and telephone for his exclusive use.
- .2 Each Contractor shall:
 - .1 Provide field office for his exclusive after approval by the Construction Manager. The field office location shall be coordinated with the Construction Manager. The staging area at the site is extremely limited, and field offices will not be allowed within the staging area. Each Contractor is responsible for his own electrical and telephone hookup.
- .3 Given the limited site space available for storage and staging, Company vehicles will only be allowed on site for loading and unloading purposes. Under no circumstances shall parking, as defined by Landmark, be allowed for any supervisory or other employee vehicle parking be allowed on site.

ARTICLE 3-PROJECT SIGNS

- .1 No Contractor signs shall be allowed except on equipment and trailers.
- .2 Landmark will install and maintain required temporary construction signage.

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- .1 Structures, sheds, trailers and material storage shall be arranged in a safe manner to avoid interfering with construction, public access or the Owner's operations. All locations of

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temporary structures, sheds, trailers and material storage shall be approved in advance by Landmark, and with the understanding that such storage space allotted will be on a limited basis and for a limited duration (not to exceed 5 working days) at the discretion of Landmark.

- .2 The Contractor shall relocate his temporary structures, sheds, trailers and materials in storage as often as required for construction progress as directed by Landmark.
- .3 Upon completion of the work, or sooner if directed by Landmark, the Contractor shall remove his temporary structures and sheds and remove all debris and rubbish and place the area in a clean and orderly condition.
- .4 Only limited storage space is available. Storage space will be allocated by Landmark on a priority basis and with the understanding that any such storage space allotted will be on a limited basis and for a limited duration (not to exceed 5 working days) at the discretion of Landmark. Storage of materials outside the limits of construction but on the Owner's property is strictly prohibited without written permission from the Owner.
- .5 All costs relating to temporary storage and protection shall be borne by the Contractor requiring such storage and protection. The Contractor shall retain full responsibility for any form of damage or deterioration caused by materials to surrounding surfaces.

ARTICLE 5-FENCE

- .1 Landmark shall provide and maintain all temporary fencing around the site areas.

ARTICLE 6-TEMPORARY TOILET FACILITIES

- .1 Landmark shall provide and maintain adequate chemical toilet facilities in a clean and sanitary condition for the use of all Contractors during construction of the new shell until such time that new toilet facilities are in place. Landmark shall provide the toilet supplies and maintain such facilities in a clean, sanitary condition for the use of all Contractors.

ARTICLE 7-WATCHMAN

- .1 The services of a watchman WILL NOT be provided by Landmark.

ARTICLE 8-DRINKING WATER

- .1 Each Prime Contractor shall provide the drinking water, ice and cups for their individual use.

ARTICLE 9-TEMPORARY WATER SUPPLY

- .1 Immediately after award of Contract, the Plumbing Contractor shall connect to existing facilities and furnish, install, and maintain a temporary water supply system for use by Landmark and all Contractors during the construction period. A minimum of two (2) hose bibs shall be provided and located as directed by Landmark. The Plumbing Contractor shall completely remove the temporary water system when directed to do so by Landmark.
- .2 The Owner shall pay for all water consumed during the construction period.

ARTICLE 10-TEMPORARY ELECTRICAL POWER AND LIGHTING

- .1 Immediately after award of contract, the Electrical Contractor shall furnish, install, and maintain a complete temporary electrical service and distribution system for use by Landmark and all contractors during the construction period.
- .2 The Electrical Contractor shall obtain temporary electrical power from the local utility including metering.
- .3 The Electrical Contractor shall provide a minimum of two service locations at ground level as located by Landmark. Each location shall have a minimum of four (4) 20 amp ground fault protected duplex receptacles.
- .4 As the structural frame is erected, the Electrical Contractor shall provide and maintain service locations on each floor throughout the building such that any point in the building may be reached with a 100 ft. Extension cord. As partitions are completed, service locations shall be added and/or relocated to maintain the capacity of reaching any point in the building with a 100 ft. extension cord. Each service location shall have a minimum of four (4) 20 amp ground fault protected duplex receptacles, and fed by a minimum of two (2) 20 amp circuits.

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- .5 As the structural frame is enclosed, the Electrical Contractor shall provide and maintain on each floor throughout the building 20 amp, 120 volt grounded circuits of nonmetallic sheathed cable supplying a minimum of one (1) lamp holder for each 500 square feet of floor area. As partitions are completed, lamp holders shall be added and/or relocated to provide a minimum of one (1) lamp holder for each 150 square feet of floor area with a minimum of one (1) per room. Each lamp holder shall be furnished with a 150 watt lamp and guard with no more than twelve (12) such outlets per circuit. The Electrical Contractor shall be responsible for replacing all lamps as required. The Electrical Contractor may use the permanent light fixtures for this requirement at his option, provided that the light fixtures are plastic-wrapped prior to such use, re-lamped as required, cleaned prior to Substantial Completion, and the Electrical Contractor shall pay the cost of extending warranty and guarantee periods on any such light fixtures and associated conduit, wiring, etc. used.
- .6 The Electrical Contractor shall provide and maintain electrical service to the three (3) combination man/material hoists, consisting of one (1) 60 amp, 480 volt, 3 phase service, and shall remove such service when directed by Landmark.
- .7 All wire and cable shall be sized to hold voltage drop at all outlets to a maximum of 5% total from point of supply.
- .8 With the approval of Landmark, portions of the permanent electrical system may be used for temporary power and lighting. The Electrical Contractor shall replace all burned out lamps and damaged wiring devices and plates prior to acceptance of building by Landmark.
- .9 Installation of temporary electrical power and lighting shall be as scheduled by Landmark.
- .10 All temporary electrical installations shall be in accordance with the latest National Electrical Code (N.E.C.) or OSHA, whichever is more stringent, but still subject to the above requirements. Compliance with N.E.C. Section 210-8(b) shall be the responsibility of the Electrical Contractor. Assured grounding systems as defined in Exception Number 2 of N.E.C. Section 210-8(b) shall not be used in place of ground fault protection.
- .11 The Electrical Contractor shall completely remove the temporary electrical service and distribution system when directed to do so by Landmark. Upon the removal of the temporary electrical system, the Contractor shall complete the portion of his work interrupted by said system at no additional cost to Landmark. All underground wiring shall be abandoned in place.
- .12 The Owner shall pay for all electrical energy consumed during the construction period except for energy consumed to provide power or lighting in excess of those listed in this Article.
- .13 The Electrical Contractor shall provide and maintain electrical service to Landmark's field office, consisting of two (2) 200 amp, 110 volt, single phase service, and shall remove such service when directed by Landmark. Each Contractor is responsible for hookup of his own field office.
- .14 Bidders shall assume that all welding shall be done by welding equipment with engine driven generators. Welding equipment shall not be connected to the temporary or permanent electrical system unless electrical provisions have been specifically provided for this purpose.
- .15 Any electrical requirements for power or lighting beyond those listed in this Article (including energy charges) shall be the responsibility of the Contractor requiring same.
- .16 Overtime work requiring standby electricians shall be at the expense of the Contractor requiring same, unless otherwise specified in the Contract Documents.
- .17 All requests for temporary power shall be submitted to Landmark prior to utilization. Landmark approval must be granted prior to utilization of power.
- .18 All power requested by the Electrical Contractor shall be from the normal power distribution system.

ARTICLE 11-CONSTRUCTION PARKING

- .1 All Contractor employees and material suppliers shall park only where such parking is legally available. No construction parking will be allowed on site.

ARTICLE 12-ADJACENT STREETS

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- .1 Each Contractor shall be responsible for the necessary protection, cleaning and repairing of adjacent streets resulting from his operations.

ARTICLE 13-STAGING AREA

- .1 Landmark shall establish staging areas and project access to be utilized by all Contractors. No egress to the site from other locations will be allowed without permission from Landmark.

ARTICLE 14-DISRUPTION OF EXISTING SERVICES

- .1 All work relating to the disruption of existing services shall be coordinated with the Owner and at such times as scheduled by Landmark. Contractor shall submit a schedule of required utility and/or system tie-ins to Landmark for review prior to commencement of any such work. The Contractor shall give a minimum of ten (10) working day's notice, in writing, to Landmark for all utility capping and/or tie-ins requiring interruption of service.
- .2 The HVAC and Plumbing Contractors shall include in their bid proposals the cost of all premium time for labor for any utility shutdowns anticipated.

ARTICLE 15-PUMPING AND DRAINAGE

- .1 All pumping necessary to keep site utility lines, sewers, manholes, meter pits, foundations, underground plumbing, and site concrete excavations free from water shall be the responsibility of the Contractor who is responsible for said excavations.

ARTICLE 16-TEMPORARY ACCESS FOR PLANT EQUIPMENT

- .1 All materials and equipment of size which would require temporary openings should be scheduled for delivery before the installation of exterior wall systems. After this period any needed temporary openings will be provided by Landmark at the cost to the Contractor responsible. All other equipment shall be manufactured of a size that will allow installation without the need for temporary openings.

ARTICLE 17-TEMPORARY GUARDRAILS AND BARRICADES

- .1 The Concrete Contractor shall provide temporary guardrails at the building floor and roof perimeters and interior openings during formwork, concrete reinforcement, concrete placement, concrete finishing, shoring, re-shoring and vertical concrete work operation. After the removal of the suspended slab falsework Landmark shall install a perimeter guardrails as well as other systems at interior elevator, mechanical and stair floor openings meeting the requirements of OSHA Section 1926.500. These temporary guardrails shall be left in place after the completion of the structural frame for the use of all other Contractors. Any removal and/or replacement of these protection systems shall be only after the Contractors request to and approval of Landmark; and any costs incurred by Landmark for removal and replacement shall be borne by the Contractor. As completion of the exterior enclosure or other permanent systems is accomplished Landmark shall remove said guardrails. All other protection and safety barricades, devices, covers, etc., including at all roof areas, except as specified elsewhere to be provided by Landmark, shall be provided by each Contractor as it relates to the safe conduct of his work in accordance with all local, State and Federal regulations.
- .2 Each Contractor shall be responsible for the cost of repairing guardrails, safety barricades, devices, covers, etc. which are damaged during the performance of his work. Additionally, each Contractor is responsible for the removal and replacement of guardrails, safety barricades, devices, covers, etc. on a daily basis as required to access his work.

ARTICLE 18-TEMPORARY LADDERS

- .1 The Concrete Suspended Slab Formwork Contractor shall provide his own ladders until the concrete deck immediately above is completed, at which time Landmark shall furnish, install and maintain job built ladders for general access to each floor for the use of all Contractors, until the steel stairs have been erected. The Concrete Contractor (or Metals Contractor if Alternate 3 is accepted) shall erect the stairs as soon as reasonably practicable after the suspended floors have been installed. Should the detailing, fabrication or erection abilities of the Contractor prevent these stairs from being installed as soon as reasonably practicable (2 floors behind suspended slabs) any additional costs for ladders or temporary stairs borne by Landmark shall be reimbursed by that Contractor.

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ARTICLE 19-SCAFFOLDING

- .1 Each Contractor shall be responsible for his own scaffolding and for complying with OSHA requirements.

ARTICLE 20-CONSTRUCTION PERSONNEL AND MATERIAL HOISTING

- .1 All hoisting requirements shall be provided by the Contractor requiring same.

ARTICLE 21-TEMPORARY OVERHEAD/ROOF PROTECTION

- .1 Landmark shall provide and maintain a protection system for a distance of 15 feet from the edge of the new construction for the safe entry of construction personnel into the building. Contractors building access in other locations without the permission of Landmark is strictly prohibited. Any other protection required by Contractor(s), such as netting, shall be provided by the Contractor as it relates to his Work.
- .2 Contractors performing welding over temporary plywood or other flammable materials shall provide protection systems in accordance with applicable codes, OSHA requirements, Landmark, or subcontractors safety plans, or as further directed by Landmark.

ARTICLE 22-COLD WEATHER PROTECTION

- .1 Landmark shall provide any temporary heat and protection found necessary to allow the installation of the concrete work to continue during cold weather.
- .2 The Masonry Contractor shall provide the temporary heat and protection necessary to allow the masonry work to continue on a full-time basis without regard to temperature, down to a temperature of 20 degrees Fahrenheit. The Masonry Contractor shall submit to Landmark prior to starting construction his complete plan for providing such cold weather protection and heating of his Work.

ARTICLE 23-TEMPORARY HEATING SYSTEM

- .1 After Building Enclosure and if needed, Landmark shall provide, maintain and operate a temporary heating system for furnishing temporary heat for the 2002/2003 fall/winter, if warranted by the early completion of the building's exterior enclosure systems. The temporary heating system shall maintain a minimum temperature at all times of 45 degrees during rough-ins and 60 degrees during finishing operations. The Electrical Contractor shall be responsible for providing temporary electrical connections for these temporary heating systems. The temporary heating system shall comply with all local and state laws, code, and ordinances and with any applicable OSHA regulations.
- .2 Portions of the new permanent heating and cooling systems may, at the option of Landmark and Owner's approval, be used for temporary heat or cooling providing that all parts of the system are restored to prime condition prior to acceptance. The HVAC Contractor shall be reimbursed for the removal and replacement of any these systems filters used during the temporary heating or cooling period prior to Substantial Completion. In the event that these systems are used HVAC Contractor shall pay the cost of extending warranty and guarantee periods on any permanent HVAC equipment used prior to Substantial Completion up to a period of six (6) months.
- .3 The HVAC and Electrical Contractor shall completely remove connections to temporary heating systems when directed to do so by Landmark.
- .4 The Owner shall pay the cost of utilities consumed by the temporary and new systems if used.

ARTICLE 24-FIRE EXTINGUISHERS

- .1 Landmark shall furnish fire extinguishers, except for cutting and welding, in accordance with OSHA requirements for temporary fire protection during construction. Each Contractor's employees who are welding or cutting shall be equipped with a fire extinguisher provided by the Contractor.

ARTICLE 25-TEMPORARY FIRE PROTECTION

- .1 The Contractor shall furnish, install, and maintain a temporary standpipe system during the new construction. This system shall be in accordance with all local, state and federal requirements.

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- .2 The permanent standpipe system may be used to comply with the above requirements.
- .3 The Fire Protection Contractor shall maintain the existing fire hose system in good working order.

ARTICLE 26-COORDINATION DRAWINGS

- .1 The HVAC Contractor shall be the lead contractor and have primary responsibility for the coordination drawings. The coordination drawings shall be prepared using CAD. The Architect and Engineers shall furnish a copy of the project's CAD data disks. These disks are copyright protected and may be used only for the reproduction of the drawings solely for the purpose of preparing the coordination drawings. Contractors responsible for the following items of work located in or above ceilings, walls and shafts shall participate in preparation of Coordination Drawings using CAD:

- .1 Recessed light fixtures
- .2 Pneumatic tubes and other record or material conveying systems
- .3 Ductwork and appurtenances
- .4 Plumbing waste and roof drainage
- .5 Fire protection (sprinkler system)
- .6 HVAC piping
- .7 Plumbing vent, waste, water supply, and medical gas piping
- .8 Electrical conduit
- .9 Sleeves through rated partitions

The above list, in descending order, is the precedence assigned to the work items for space priority. An exception to the precedence listing would be the gravity flow requirements for plumbing waste and roof drainage.

- .2 After award of contracts, Landmark will schedule a meeting with the Contractors responsible for the items listed above to introduce the coordination program and to determine its implementation in relation to the construction schedule.
- .3 At the initial coordination meeting, Landmark will provide to the HVAC Contractor CAD data disks showing column center lines, interior partition locations, and ceiling heights. The HVAC Contractor, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing and reflected ceiling plans, will draw, to scale at 1/4 inch per foot, his proposed installation showing duct system layouts (including duct sizes, elbow radii and duct accessories), equipment layouts (including clearances for servicing equipment), piping layouts (including valve locations), clearances for insulation, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork shall be maintained as tight as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC Contractor will, in addition, prepare drawings in section view. During this phase of the program, it will be the Electrical Contractor's responsibility to furnish the HVAC Contractor with recessed lighting installation and clearance requirements. This information will be outlined on the drawings by the HVAC Contractor.
- .4 The ductwork layouts will be produced in sequence as mandated by the project schedule.
- .5 When the ductwork drawings for the earliest scheduled area have been completed (time limitation as determined at the initial coordination meeting), the HVAC Contractor will provide Landmark with one (1) set of CAD data disks for each participant in the effort. Landmark will distribute the CAD data disks to the participating Contractors for their use in drawing thereon the major components of their proposed installations using the general scheme shown on the Contract Drawings as a guide. Each participating contractor is responsible for accomplishing field measurements of existing conditions to layout the installation of their work.

The major components to be indicated include (but are not limited to):

- .1 Roof drain leaders
- .2 Large waste piping
- .3 Sprinkler mains
- .4 Heating hot water mains
- .5 Chilled water mains
- .6 Conveying systems
- .7 Medical gas piping

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- .8 Significant conduit runs, racks and cable trays
- .9 Pipe racks
- .10 Lighting fixtures
- .11 Sequencing and movement of large equipment into the building during construction.

Information delineated will be distance from column center lines, pipe/equipment size and distance from finished floor to bottom of pipe/equipment.

- .6 Within a period of not to exceed two (2) weeks after distribution of the data disks, Landmark will schedule a meeting with the participating contractors. At this meeting, participating contractors will provide sepias drawn from their CAD data disks that will be overlaid on a light table to identify areas of conflict. All parties will then cooperate in resolving any conflicts. Records of the agreements will be entered on the HVAC Contractor's sepias, acknowledged by all participants by signature in a space provided for this purpose. The participating contractors will modify their CAD data disks and provide the corrected disks to the HVAC Contractor, who will prepare a Mylar of the coordinated drawing, obtain signatures of the participating contractor, and distribute two (2) blue-line copies to all involved parties. The HVAC Contractor will submit the signed Mylar drawing, two blue-line copies, and the CAD data disks to Landmark. The above drawing, review, and coordination process will be repeated until all areas on the Project have been coordinated.
- .7 When a Change Order request is issued, the affected Contractors shall review the Coordination Drawings and bring to the attention of Landmark any revisions necessary to the work of others not directly affected by the Change Order.

ARTICLE 27-FIELD MEASUREMENTS

- .1 Each Contractor shall be responsible for field measuring existing conditions prior to fabrication of materials and/or equipment which fit into restrictive spaces.

ARTICLE 28-PATCHING OF FIREPROOFING

- .1 The Fireproofing Contractor shall be responsible for "normal" patching of fireproofing damaged during the installation of hangers from the structural steel frame for the support of ceilings, equipment, movable walls, partitions, conduit, ductwork, fixtures, etc. "Normal" is defined as patched areas less than two times the area of contact between the hanger and the structural member.
- .2 "Excessive" patching of fireproofing damaged during the installation of hangers from the structural steel frame shall be the responsibility of the Contractor causing said damage. "Excessive" is defined as patched areas more than twice the area of contact between the hanger and the structural member.
- .3 Patching of all other fireproofing damaged during construction shall be the responsibility of the Contractor causing said damage.

ARTICLE 29-BLOCKING, BACKING AND GROUNDS

- .1 Each Contractor shall be responsible for providing the blocking, backing and grounds necessary for the installation of his work. Roof blocking shall be provided by the Drywall Contractor.
- .2 Wood blocking for toilet accessories shall be cut to size and furnished and installed by the Drywall Contractor.

ARTICLE 30-ACCESS PANELS

- .1 Each Contractor shall be responsible for furnishing the necessary access panels for items of work installed under his Contract.
- .2 Installation of all access panels shall be the responsibility of the Contractor erecting the wall or ceiling system, whether or not the access panels are shown on the Drawings.
- .3 If not specified, access panels shall be approved by the Architect and Owner prior to installation.

ARTICLE 31-CLEANING UP

- Landmark shall:
 - a. Oversee cleaning and insure that building and grounds are maintained free from accumulation of waste materials, rubbish and debris

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- b. Remove all undefinable debris.
- c. Remove from the site all waste materials, rubbish, and debris after placement in the trash containers except concrete, excavated materials and those items regulated by the Hazard Communications Standard for which the Contractor will be responsible for removal of in accordance with said laws.
- d. Clean all glass and aluminum surfaces.
- e. Leave the work broom clean.

Prime Contractors:

- a. The Demolition Contractor shall remove all debris from the building and remove all materials to be abandoned from the site.
- b. The Drywall Contractor shall clean up all waste materials, rubbish, and debris resulting from his own operations on an ongoing basis at such frequencies as required by Landmark and place in the dumpster provided by Landmark.
- c. The Masonry Contractor shall clean up all waste materials, rubbish, and debris resulting from his own operations on an ongoing basis at such frequencies as required by Landmark and place in the dumpster provided by Landmark. The Masonry Contractor shall spread sand on floors adjacent to masonry partitions and scrape and clean walls free of mortar.
- d. The Roofing Contractor shall clean up all waste materials, rubbish, and debris resulting from his own operations on an ongoing basis at such frequencies as required by Landmark and place in the dumpster provided by Landmark.
- e. All other Contractors shall:
 - Clean up all waste materials, rubbish and debris resulting from his own operations at such frequencies as required by Landmark, and place in the dumpster provided by Landmark.
 - Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment furnished as a part of his Contract.
 - Repair, patch, and touchup marred surfaces to match adjacent finishes damaged by his own operations.
 - All Contractors shall be responsible for the proper removal from the site of all material, rubbish, and debris and surplus material items regulated by the Hazard Communication Standard.

ARTICLE 32-USE OF EXISTING FACILITIES

- .1 Construction personnel will be prohibited from the use of any new facilities unless allowed otherwise by the Owner.

ARTICLE 33-TEMPORARY PARTITIONS

- .1 Unless otherwise provided by the Contract Documents, Landmark shall provide all necessary temporary partitions for the control of dust and personnel.

ARTICLE 34-COORDINATION OF WORK WITH ADJACENT FACILITIES

- .1 The Contractors will be working adjacent existing facilities for the duration of this Work. All work shall be scheduled at such time and in such a manner to minimize interference and inconvenience to the adjacent property Owner(s). The Contractor must obtain the approval Landmark before starting any work that may affect the adjacent facilities.

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QUALITY CONTROL SERVICES

- A. Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
- B. Refer to Section 01400 for specific requirements.
- C. Contractor Responsibilities: Except where indicated as the Contractor's responsibility, or to be provided by another identified entity, quality control services shall be provided by the Owner'. These services include those specified to be performed by an independent agency and not directly by the Contractor.
- D. Responsibility for Associated Services: The Contractor is required to cooperate with the agencies performing inspections, tests and similar services. Provide such auxiliary services as requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Notifying testing agency sufficiently in advance of work requiring testing to allow time to assign testing agency personnel.
 - 2. Coordinating timing of work requiring test results to ensure no work is covered until tests results are determined.
 - 3. Providing access to the work.
 - 4. Taking samples or assistance with taking samples.
 - 5. Delivery of samples to test laboratories.
 - 6. Security and protection of samples and test equipment at the project site.
- E. Coordination: Contractor shall coordinate work with each quality control agency to avoid delays in the work and need to remove or replace work.
- F. Repair and Protection: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Repair and protection of work is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

PROJECT CLOSE-OUT

- A. Guarantees: If, within the time limits of guarantee specified, any of the work is found to be defective or not of guarantee in accordance with the Contract Documents, the Contractor shall correct it promptly. Guarantees for each Prime Contract of work are specified under the appropriate section.
- B. Final Payment: Final payment will not be made until the following items have been completed and submitted to the Construction Manager:
 - 1. Punch List
 - 2. Demonstration of systems and/or equipment for Owner
 - 3. Operation/Maintenance Instructions and Service Manuals forwarded to the Construction Manager.
 - 4. Manufacturer's warranties properly completed and forwarded to the Construction Manager.
 - 5. Contractor's Guarantee submitted on company's letterhead to the Construction Manager.

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6. Affidavit of Compliance with Prevailing Wage Rates, forwarded to the Construction Manager together with copies of certified payroll.
7. Certificate of Substantial Completion, AIA Document G704, signed and returned to the Construction Manager
8. Consent of Surety Company to Final Payment, AIA Document G707, signed and returned to the Construction Manager
9. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706, signed and returned to the Construction Manager
10. Keys-properly marked and clearly identified
11. Remnants, overages and spare parts shall be left at the project site properly identified and packaged for the Owner.
12. Waiver of Liens clearly marked "FINAL" from your Subcontractors and/or material suppliers.
13. "As-Built" drawings from all Contractors. These are to be forwarded to the Construction Manager.
14. Materials, tools, spare parts and other required items.

SAFETY PLAN SPECIAL PROVISIONS

From the beginning of our assignment there shall be a determination and commitment to provide a safe environment for all workers and protection for the public from the hazards associated with the construction of the Williamson County Courthouse Annex Addition.

All Contractors and their subcontractors shall implement measures to create safety awareness that will promote and provide safe work practices at this job site and pursue the contract objectives in the safest possible manner. Each Contractor shall bear sole and exclusive responsibility for safety in all phases of their work. Nothing contained herein shall relieve such responsibility.

The primary goal established for our project is "ZERO ACCIDENTS, INJURIES & CLAIMS", for the mutual benefit of the worker, environment, community and client. The safety goals and objectives established for this project can only be achieved when everyone commits to perform their jobs safely and efficiently and to the prevention of job related injuries and illnesses.

The most current Federal, State City, and project safety codes are considered the minimum set of standards of be followed in all construction activities. For this project there will be additional safety requirements required to achieve "ZERO ACCIDENT" performance.

The Subcontractor/sub-Subcontractor shall be required to:

- implement safe work procedures to achieve "ZERO INJURIES"
- provide a copy of your company's disciplinary procedure program
- implement procedures for disciplinary actions to those employees who do not conform to stated safety rules and regulations, which at a minimum, shall subject the employee to a written warning (1st offense), suspension (2nd offense), and expulsion (3rd offense).
- submit and follow a site specific safety plan, incorporating the latest and most stringent applicable Federal, State City, and project safety rules and site specific requirements,
- require the most current and stringent fall protection for all activity above heights exceeding six feet.
- submit the name and qualifications of the on site safety person, pre-work acceptance required.
- complete a Pre Job Safety Analysis (JSA) for work to be performed.
- complete and submit a weekly written project safety inspection and deficiency correction report.
- provide a monthly list of Hazardous Substances on site, with the appropriate MSDS.
- submit a copy of each week's safety meeting report
- submit a copy of each accident and injury report within 24 hours of the incident

- at completion of contract submit a copy of the OSHA 200 form for all recordable injuries on this project.
- at completion of contract submit the total number of man-hours completed and develop frequency and severity rates incurred on this project.

The Subcontractor shall ensure that their employees, sub-subcontractors and their employees are given a comprehensive safety and health orientation before they begin work on this site. The orientation shall include general safety, health and security procedures and policies as well as the project specific rules, and regulations. The employee shall (1) sign a document that they have received this orientation, (2) sign a document that they have received, read, and understand that they will comply with all applicable safety rules and regulations for this Project, and (3) otherwise sign that they will work within these project requirements and rules (see attached sample). A copy of that signed document shall be kept on site in their employer's office along with a copy to be forwarded to Carlson's site office. Employees shall not begin work until that indoctrination is completed. Employees will be advised that disregard for these rules, and any other applicable safety and health regulations shall be subject to disciplinary action and/or removal from the project.

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**LANDMARK ORGANIZATION
PROJECT SAFETY WORK RULES**

Landmark is committed to the safety and health of all its employees. In our effort to make our project hazard free and provide the safest working conditions possible, we expect all site personnel to learn and practice the following basic safe work rules. In addition to the rules listed below, there may be additional site specific work rules which be must observed on this project. At a minimum, all **APPLICABLE OSHA CODES ARE TO BE STRICTLY FOLLOWED**. See your Supervisor for additional information.

- *Approved and unaltered* hard hats and sturdy work boots are required at all times in the work areas.
- Sleeveless shirts and short pants will not be permitted.
- Approved (Z.87.1) safety glasses/goggles/eye protection shall be worn at all times to protect each employee from harmful rays, dust, chemicals, or flying particles unless written notice waiving this requirement is issued and approved by Landmark.
- Hearing protection shall be worn in all high noise areas or while performing high noise tasks.
- Approved respiratory protection shall be provided and worn as required.
- Proper gloves are required when handling material that cuts, burns, or contaminates the skin.
- Safety harness and lanyards shall be worn and properly tied off by employees working on unguarded or unprotected work platforms *6 (six) feet or more above lower levels*.
- All floor openings 2" or greater shall be protected by proper and approved methods
- No employee shall work on scaffolding higher than 6 (six) feet without proper guardrails and toe boards, unless a safety harness or barricades are used.
- Do not climb on or work from any handrail, midrail or brace. *Use the ladder to get on a scaffold.*
- Secure or cleat scaffold boards to prevent movement.
- Inspect all ladders for damage or defects before use. Step ladders will only be used in the fully opened position.
- Extension ladders are *not* to be separated. They must have ladder feet set on a secure surface and tied off at the top.
- Good housekeeping shall be practiced at *all times*.
- Projecting nails shall be bent over or removed from lumber immediately.
- Clean up spills immediately and remove oily, flammable, or combustible waste/rags.
- Access to safety and fire fighting equipment shall be kept clear at all times. *Learn to use extinguishers before needed!*
- Gasoline equipment shall *not* be refueled when running.
- Secure all compressed gas cylinders in the upright position with caps on when not in use.
- Never enter a confined space/excavation until you check with your supervisor. Supplied air may be required.
- Never enter an unshored excavation over 4 (four) feet deep unless the slopes are laid back.
- Excavations will be provided with an access/egress ladder requiring no more than 25 (twenty-five) feet of travel.
- Every tool is designed for a specific use - inspect before you use and *do not misuse/abuse*.
- *Horseplay, fighting, gambling, stealing and alcohol will not be tolerated.*
- Ground-fault circuit Interrupters (GFCI) are required on electrical receptacle outlets
- All electrical extension cords shall be of the three-wire type and heavy duty.
- Tag-out and lock-out rules are to be strictly enforced.
- Wire rope chokers, slings, chainfall, and come-a-longs are to be *inspected before use*.
- No employee, other than the operator, shall ride on trucks, loaders, shovels or moving equipment unless authorized by management.
- Immediately report all near misses, accidents, and injuries to your supervisor.
- *Report unsafe conditions or practices to your supervisor immediately.*
- HOT WORK permits are required for all flame and spark producing work.
- Emergency response for fire and major medical services will be reached by *Dialing 911# on a phone*.
- Smoking is allowed only in designated areas.
- All electrical/powder/air-powered equipment shall conform to the applicable OSHA code for construction and industry.
- *Safety meetings shall be held each week and documented properly.*
- No personal radios are allowed in work areas.
- All employees will be required to comply with Substance Abuse Program for construction employees adopted by Landmark Organization

I have received, read, and understand that I will comply with all applicable safety rules and regulations outlined for this Project.

DATE: 1-16-03 NAME: Pat Smith COMPANY: Ace Audio Communication Inc
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CONTRACTUAL QUALIFICATIONS-SAFETY

The Contractor agrees to pursue its work in a safe manner at all times, taking all necessary precautions to avoid injury and damage to all employees, the public and the project site. The Contractor shall comply with all laws, ordinances, codes, rules, regulations and standards relative to the United States Department of Labor, OHSA and/or MSHA, unless regulated by more stringent rules, codes, laws, standards, regulations or ordinances. The Contractor shall delegate a responsible and competent representative on the jobsite to be its safety supervisor, and that person shall be responsible for promoting safety and accident prevention, interest and compliance among its employees and coordinating such activities with the Contractor and Sub-Contractor of any tier. The Contractor and Sub-Contractor of any tier shall submit a copy of its Safety Policy and Procedure Program to include Hazard Communication Program, Fall Protection/Prevention Policy, OSHA 200 log and OSHA 300 log, recordable injury rate, a project site Emergency Action Plan and Substance Abuse Control Program.

Particular attention is called to the requirements of approved hardhats, safety glasses and work boots being worn by all personnel when on the jobsite; maintaining good housekeeping conditions in all work areas, including the providing of suitable metal containers for trash and debris when required by the Contractors work, and arranging for the emptying of such containers; hazard communication requirements; fall protection/fall prevention; substance abuse control program; the proper construction of all scaffolds, scaffold working platforms and job built ladders, barricading of all excavations and/or floor openings (as defined by OSHA) resulting from Contractor's Work; and taking due care to, prevent fires from burning, welding or any other of its operations, including the providing of adequate fire fighting equipment in its work area. The Contractor agrees to stop any part of the work deemed unsafe until proper corrective measures satisfactory to the Construction Manager/Owner have been taken and further agrees to make no claim for damages growing out of such work stoppage. Should corrective measures not be satisfactorily met, the Contractor may elect to perform such corrective measures and deduct the cost from payments due the Contractor. Failure to stop unsafe work practices and conditions shall, in no way, relieve the Contractor of his responsibility.

Further, the Contractor shall furnish the Construction Manager/Owner at the jobsite, with the names, addresses and telephone numbers of all doctors, hospitals and ambulance services to be used by the Contractor at that jobsite. A detailed written report of every accident occurring in connection with the Contractor Work shall be furnished to the Contractor within twenty-four (24) hours after its occurrence. The Contractor agrees to assist the Construction Manager/Owner with any accident investigation in which the Contractor has any involvement, including access to and preservation of the work area and the production of any and all of its documents and records and any employees that might have been witnesses to the accident.

Any Contractor found to be the causing party of any fine, penalty, or assessment to the Construction Manager/Owner by any local, state, or federal safety and health agency, including but not limited to the Occupational Safety and Health Administration (OSHA) shall be required as part of this contract to pay said agency the full and complete amount of the fine, penalty, or assessment. All fines, penalties, or assessments must be paid

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within the time stipulated by the assessing agency. If the Contractor does not pay the fine, penalty, or assessment in the timely manner required, Construction Manager/Owner will pay the amounts due and the amount of the fine, penalty, or assessment plus 10% will be held from any funds owed the Contractor.

Each Contractor shall be responsible for compliance with all applicable safety requirements in the performance of his work and shall understand and comply with the Construction Manager/Owner safety standards.

Hardhats, safety glasses and work boots shall be worn 100% of the time on the jobsite by all personnel. Contractor is to ensure OSHA approved hardhats and safety glasses are provided for all personnel relating to their scope of work entering the job site. Any person entering or working on the jobsite without protective equipment will be asked to leave the jobsite until the required protective equipment is supplied.

The Contractor shall be responsible for its Contractors of any tier and material suppliers accepting and complying with the provision of this Section.

Contractor agrees to observe and comply with any and all provisions and requirements of the Mine Safety and Health Act and/or the Occupational Safety and Health Act of 1970, including any and all arrangements and supplements to such Acts, all other standards referenced herein or more stringent Federal, State or local requirements as are applicable in the performance of the Contractor Work, and to assume all responsibilities of the Contractor with respect to the Contractor Work, and to indemnify, defend and save the Construction Manager/Owner harmless from any and all penalties, damages or other losses resulting from the failure of Contractor to perform this Subcontract in accordance with aforementioned Acts or other more stringent requirements.

Contractor accepts the affirmative duty of enforcing the regulations of the Mine Safety and Health Act and/or the Occupational Safety and Health Act of 1970, including any and all amendments and supplements to such Acts, and shall promptly advise the Construction Manager/Owner of any investigation or inspection by any Federal, State or local Safety and Health inspectors of the Contractor's work place at the jobsite and the outcome of any such inspection or investigation.

HAZARD COMMUNICATION

OSHA standard 1926.59 is in effect on this project. It is required that the Contractor, sub-contractors, and suppliers have on file at the project site the Material Safety Data Sheets (M.S.D.S.) for each hazardous material used on this project. Each Contractor shall file a copy of its Hazard Communication Plan, including all Material Safety Data Sheets, with the Construction Manager/Owner along with an affidavit stating that its employees have been trained in the proper use and handling of all products.

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AGENDA ITEM 30

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee stated that quite a few people are riding the lunch hour shuttle bus, and more people are parking in the garage.

No action was taken on this agenda item.

AGENDA ITEM 31

Discuss and take appropriate action regarding Change Order No. 7 for Williamson County Regional Park.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Change Order No. 7 in the amount of \$18,071.90.

Vote: **5 - 0**

< Attachment >