

AGENDA ITEM 30**Discuss and take appropriate action on jail/courthouse annex expansion.**

Ed Lee discussed a petition signed by 50 people requesting that the county initiate the option for a lunch hour shuttle bus. Bob Space mentioned that it was part of the original contract with Durham and it could be added without being a separate item on the agenda. The shuttle bus would run for a 2 hour timeframe during the lunch hour.

Ed mentioned that in the contract with Landmark for the jail that levels 3 and 4 would not be finished out. There are sleeves in the floor slabs at level 3 and 4 for all the plumbing to be eventually installed. Finishing out of the third floor would require work being performed through the ceiling of the 2nd floor to run the plumbing pipes. He asked Landmark to prepare a price proposal for doing all the plumbing in the 2nd floor ceiling that would be used in the 3rd floor finish up. Landmark's estimate is \$72,000 and Ed stated they are looking at the proposal and analyzing it at this time.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve a two-week trial period for a lunch hour shuttle bus for an additional \$90 per day.

Vote: **5 - 0**

AGENDA ITEM 31**Consider awarding bids received for Justice Center Expansion.**

Chuck Lamm from Faulkner USA (formerly Landmark) spoke regarding the completed receipt and evaluation of the bids. The original budget was slated for 11.1 million dollars. With the receipt of all the bids and the recommendation for the proposed award, the total cost would be 9.7 million dollars.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To award Prime Contracts for Justice Center Expansion with the exception of #24 Voice and Data until next week, as follows:

Prime Contracts

1 - 9 and 11 - 19

10 Roofing

20 Elevator

21 Plumbing & HVAC

22 Electrical

Fire Alarm

23 Security Electronics

Sound Reinforcing System

Workman Corporation

Pioneer Roofing

Tyssen-Krupp

Cobb Mechanical

Advanced Electric

Simplex/Grinnel

Secure Control Systems

Simplex/Grinnel

Vote: **4 - 1. Commissioner Limmer opposed.**

< Attachment >

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE SEVENTEEN PAGES (17) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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: WORKMAN CORPORATION

Mailing Address: 3735 Promontory Point Drive

City: Austin **State:** TX **Zip:** 78744

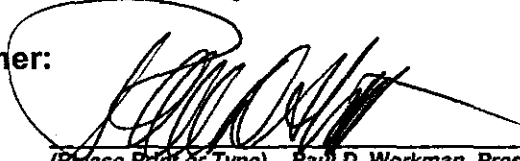
Email Address: pworkman@workman-corp.com or lwood@workman-corp.com

Telephone: (512) 326-9293 **Fax:** (512) 326-3219

Date of BID: January 16, 2003

Signature of Person Authorized to Sign BID

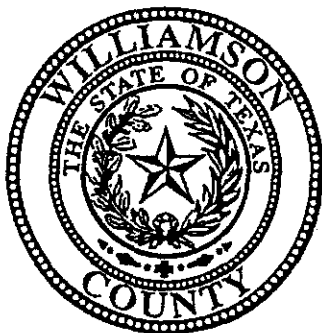
Name and Title of Signer:


(Please Print or Type) Paul D. Workman, President

Original

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID



**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): Prime Contract #25: Combined Prime Contract

PRIME CONTRACT DESCRIPTION: Combined Prime Contract

CONTRACTOR'S NAME: WORKMAN CORPORATION

CONTRACTOR'S PHONE NO: (512) 326-9293 FAX NO: (512) 326-3219

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.

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 an 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: _____ (\$ 81,000)

My bid includes these specification sections listed for this prime contract 02221

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

Prime Contract # 02: Site Improvements

Bid Amount: _____ (\$ 265,000)

My bid includes these specification sections listed for this prime contract 02230, 02300, 02741, 02361, 02510, 02530, 02630, 02221

My bid excludes these specification sections listed for this prime contract 25

Prime Contract # 03: LandscapingBid Amount: _____ (\$ 36,000)My bid **includes** these specification sections listed for this prime contract 02800, 02900, 02905, 02821My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 04: Concrete**Bid Amount: _____ (\$ 1528,000)My bid **includes** these specification sections listed for this prime contract 02470, 02751, 03100, 03200, 03300My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 05: Masonry**Bid Amount: _____ (\$ 453,000)My bid **includes** these specification sections listed for this prime contract 04210, 04220, 04410, 04720My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 06: Metals**Bid Amount: _____ (\$ 881,000)My bid **includes** these specification sections listed for this prime contract 05120, 05310, 05500, 05530, 05720, 05811My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 07: Waterproofing and Dampproofing**Bid Amount: _____ (\$ 102,000)My bid **includes** these specification sections listed for this prime contract 02764, 07133, 07920, 07210, 07211My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 08: Sprayed Fire Resistive Materials and all Sealant Systems**Bid Amount: _____ (\$ 124,000)My bid **includes** these specification sections listed for this prime contract 07811, 07841My bid **excludes** these specification sections listed for this prime contract _____

Prime Contract # 09: Exterior Portland Cement Plaster SystemsBid Amount: _____ (\$ 28,000)My bid **includes** these specification sections listed for this prime contract 09220, 09000My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 10: Roofing, Roof Accessories and all Sheet Metal Flashings**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling Systems**Bid Amount: _____ (\$ 685,000)My bid **includes** these specification sections listed for this prime contract 06050, 09000, 09253, 09260, 09270, 09511My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 12: Architectural Woodwork**Bid Amount: _____ (\$ 446,000)My bid **includes** these specification sections listed for this prime contract 06105, 06200, 06402, 09000, 12670My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 13: Doors, Frames and Finish Hardware**Bid Amount: _____ (\$ 222,000)My bid **includes** these specification sections listed for this prime contract 08100, 08110, 08125, 08211, 08311, 08331, 08710My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 14: Glass and Glazing**Bid Amount: _____ (\$ 168,000)My bid **includes** these specification sections listed for this prime contract 08100, 08800, 08461, 08410, 08920My bid **excludes** these specification sections listed for this prime contract _____

Prime Contract # 15: Ceramic, Stone, and Terrazzo Flooring and Wall FinishesBid Amount: _____ (\$ 194,000)My bid **includes** these specification sections listed for this prime contract 09000, 09310, 09380, 09403My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 16: Resilient Tile Flooring, Base and Carpet Flooring**Bid Amount: _____ (\$ 119,000)My bid **includes** these specification sections listed for this prime contract 0900, 09651, 09653, 09680, 12484My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 17: Painting**Bid Amount: _____ (\$ 154,000)My bid **includes** these specification sections listed for this prime contract 0900, 0945, 0981My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 18: Specialties**Bid Amount: _____ (\$ 137,000)My bid **includes** these specification sections listed for this prime contract 10155, 10200, 10350, 10520, 10801, 11132My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 19: Detention Equipment**Bid Amount: _____ (\$ 144,000)My bid **includes** these specification sections listed for this prime contract 11190, 11191, 11192, 11193, 11194, 11195My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 20: Elevators and Platform Lifts**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____

Prime Contract # 21: Plumbing and MechanicalBid Amount: _____ (\$ N/A)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: _____ (\$ N/A)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 Systems**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 24: Voice and Data Communications**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 25: Combined Prime Contract (LIST EACH PRIME CONTRACT SEPERATELY)**Bid Amount: FIVE MILLION, FIVE HUNDRED (\$ \$5,540,000)**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: _____ (\$ 185,000)

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: _____ (\$ 4,500 -)

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: _____ (\$ 18,000 -)

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: _____ (\$ 12,000 -)

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: _____ (\$ 75,000 -)

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: NO BID (\$ _____)

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 troffer fixtures as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ 17,000 -)

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: _____ (\$ 29,000 -)

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: _____ (\$ 5,000)

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: _____ (\$ N/A)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N / A)

Voluntary Alternate Bid #2:

Add/Deduct: _____ (\$ N / N)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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.
No Bid N/A Unit Price per foot
2. Price per cubic yard of grout for boreholes and caverns.
N/A Unit Price per foot

3. Price to add/delete a cubic yard of topsoil.
_____ N/B Unit Price per foot
4. Price to add/delete one pallet (400 sf) of sod.
_____ N/B Unit Price per foot
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
_____ N/B Unit Price per foot
6. Price to add/delete 1 sf of drywall patching.
_____ N/B Unit Price per foot
7. Price to add/delete 1 sf of paint patching.
_____ N/B Unit Price per foot
8. Price to add/delete 1 sf of carpet.
_____ N/B Unit Price per foot
9. Price to add/delete 1 sf of VCT or comparable product.
_____ N/B Unit Price per foot
10. Price to add/delete 1 sf of acoustical ceiling.
_____ N/B Unit Price per foot
11. Price to add/delete 1 hr of crane time with operator.
_____ N/B Unit Price per foot
12. Price to add an additional crane mobilization. Per hour.
_____ N/B Unit Price per foot
13. Price to add/delete 1 lf of curb and gutter.
_____ N/B Unit Price per foot
14. Price to add/delete 1 sf of 4" sidewalk.
_____ N/B Unit Price per foot
15. Price to add/delete 1 sf of asphalt cut and patch.
_____ N/B Unit Price per foot
16. Price to add/delete 1 cy of select fill, placed and compacted.
_____ N/B Unit Price per foot
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
_____ N/B Unit Price per foot
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
_____ N/B Unit Price per foot
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
_____ N/B Unit Price per foot

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 50 % 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: Sixteenth DAY OF January 2003.

LEGAL NAME OF BIDDER: **WORKMAN CORPORATION**

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: **Paul D. Workman, President**

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. #? Texas, 1991 #74-2605339

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Workman Corporation

(Here insert full name and address or legal title of Contractor)

3735 Promontory Point Dr., Austin, Texas 78744

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

St Paul Fire and Marine Insurance Company

225 East John W. Carpenter Freeway Ste. 1100, Irving, Texas 75062

a corporation duly organized under the laws of the State of Minnesota

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Williamson County

710 Main St., Ste. 303, Georgetown, Texas 78726

as Oblige, hereinafter called the Oblige, in the sum of Five percent of the greatest amount bid

Dollars (\$5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Williamson County Justice Center Expansion, Courthouse Annex Addition; Bid Number: 03WC504

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

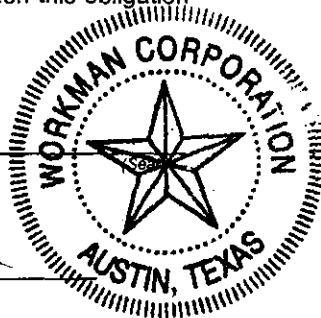
Signed and sealed this 16th day of January, 2003

Chuyet Melan
(Witness)

Workman Corporation

(Principal)

[Signature]
(Title)



[Signature]
(Witness)

St Paul Fire and Marine Insurance Company

(Surety)

(Seal)

Cindy Fowler
(Title)

Cindy Fowler, Attorney-In-Fact

The St Paul**POWER OF ATTORNEY**

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23498

Certificate No. 1452011

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

William D. Baldwin, Michael B. Hill, Todd Jackson, Brady Cox, Cindy Fowler, T. Mark Norris, and Glenn E. Ganci.

of the City of Richardson, State Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 4th day of September, 2002.

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
 City of Baltimore

PETER W. CARMAN, Vice President

Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

On this 4th day of September, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**PO BOX 149104
Austin, Texas 78714-9104
Fax (512) 475-1771**

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning you premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE EIGHTEEN PAGES (18) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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.

Over The Top Systems, Ltd.
NAME OF BIDDER: dba, Pioneer Roof Systems

Mailing Address: 1300 Smith Road Suite 110

City: Austin State: TX Zip: 78721

Email Address: mike@pioneerroof.com

Telephone: (254) 939-8155 Fax: (254) 939-1015

Date of BID: 16 Jan. 2003

Signature of Person Authorized to Sign BID

Name and Title of Signer:


Michael W. Lowery, Estimator
(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

Pioneer

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~~ Faulkner USA is serving as Construction Manager and will provide on-site project supervision and coordination services.

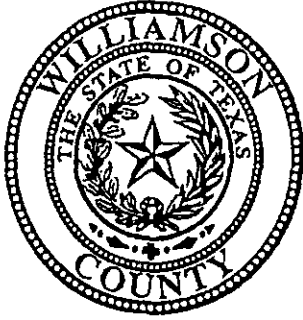
Bids are being requested for certain Categories of Work that are defined in this Project Manual. It is intended that each Prime Contract of Work be bid separately but combination bids will be considered if found to best serve the interest of the Owner. Should a bidder wish to bid more than one Prime 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~~ Faulkner USA will not be bidding any Categories of Work on this project.

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

Pioneer²



**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): #10

PRIME CONTRACT DESCRIPTION: Roofing

CONTRACTOR'S NAME: Pioneer Roof Systems

CONTRACTOR'S PHONE NO: (254) 939-8155 FAX NO: (254) 939-1015

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.

Pioneer

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: _____ (\$ _____)

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

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

Prime Contract # 02: Site Improvements

Bid Amount: _____ (\$ _____)

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

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

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Prime Contract # 03: Landscaping

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 # 04: Concrete**

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 # 05: Masonry**

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 # 06: Metals**

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 # 07: Waterproofing and Dampproofing**

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 # 08: Sprayed Fire Resistive Materials and all Sealant 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 # 09: Exterior Portland Cement Plaster 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 # 10: Roofing, Roof Accessories and all Sheet Metal Flashings**Bid Amount: Two Hundred and Eighty Four Thousand.00 (\$ 284,000.00)My bid **includes** these specification sections listed for this prime contract 07552, 07610, 07620My bid **excludes** these specification sections listed for this prime contract 07420, 07710**Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling 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 # 12: Architectural Woodwork**

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 # 13: Doors, Frames and Finish Hardware**

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 # 14: Glass and Glazing**

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

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 # 16: Resilient Tile Flooring, Base and Carpet Flooring**

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 # 17: Painting**

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 # 18: Specialties**

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 # 19: Detention Equipment**

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 # 20: Elevators and Platform Lifts**

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 # 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 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 # 24: Voice and Data Communications

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 # 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: _____ (\$ N/A)

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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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: Fiftyeight Thousand (\$ 58,000.00)

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: Fourtyeight Thousand (\$ 48,000.00)

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: _____ (\$ N/A)

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

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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

Add/Deduct: _____ (\$ N/A)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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

3. Price to add/delete a cubic yard of topsoil.
_____ Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
_____ Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
_____ Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
_____ Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
_____ Unit Price per sf
8. Price to add/delete 1 sf of carpet.
_____ Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
_____ Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
_____ Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
_____ Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
_____ Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
_____ Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
_____ Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
_____ Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
_____ Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
_____ Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
Copper 20.00, Membrane 10.00 _____ Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
_____ Unit Price per fixture

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 0 % 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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER: Over The Top Systems, Ltd.
dba, Pioneer Roof Systems

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: Michael W. Lowery, Estimator

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. #? 74-2933962

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

A. Leon Thompson
William L. Formby

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

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 Pettis
 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

Pioneer

INSTRUCTIONS TO BIDDERSBIDS 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, he 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 items named in 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 full descriptive and technical data, together with a statement of addition or deduction of cost to the Base 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** at the times specified on the Contract and Procurement Summary. 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 0 % 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

(WAGE RATES ARE DELETED)

~~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 the project.~~

~~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 together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. Payroll records shall be open to inspection by an authorized representative of the~~

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~~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~~

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.
- 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 sub-base for all 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, suspended slabs (tunnel), continuous footings, spread footings, grade beams, pit walls, and foundation and shaft walls; water stop; concrete reinforcement and embedded metal



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 |
| | 07920 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
- 09511 Acoustical Panel Ceilings

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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

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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 Polyacrylate 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
- 15140 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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PRIME CONTRACT 23. Security Electronics and Special Systems: This Prime Contract of work includes, but not necessarily limited to, all security electronics and special 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.

17100 Electronic Security Systems General Requirements
17726 Sound Reinforcing Equipment

PRIME CONTRACT 24. Voice and Data Communications: This Prime Contract of work includes, but not necessarily limited to, all voice and data communications. 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.

17750 Voice and Data Communication Cabling

PRIME CONTRACT 25. Combined Prime Contract: This Prime Contract of work includes, but not necessarily limited to, all work referenced in Prime Contracts 1-9 and 11-19. 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, and the specification sections shown under Prime Contracts 1-9 and 11-19

This Prime Contract does not include any of the work shown in Prime Contracts 10, 20, 21, 22, 23, and 24.

If, for example, the Bidder plans to bid Prime Contracts 1 through 9, each Prime Contract must be itemized individually (i.e. Prime Contract 1, 2, etc.) and a grand total for the sum of Prime Contracts 1 through 9.

END OF SECTION 0085

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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.
 - c. 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.
- 4. 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:
1. Occupancy permits and 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



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 CONDITONS

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.

ARTICLE 4- STORAGE

- .1 Temporary 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



- 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 Fire Protection 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.



- .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) blueline copies to all involved parties. The HVAC Contractor will submit the signed Mylar drawing, two blueline 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 accumulations 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.



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

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- 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: *Michael J. [Signature]*

COMPANY: *Pioneer*

Pioneer

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, OSHA 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 Contractor's 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 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) will 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.

Pioneer

02/04/2003



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1300 Smith Road, Suite 110
Austin, Texas 78721
(512) 389-0063
FAX (512) 389-0384

402 E. Loop 121
P.O. Box 1986
Belton, Texas 76513
(254) 939-8155
FAX (254) 939-1015

January 16, 2003

Faulkner USA
403 W. 4th Street
Georgetown, Texas 78626

Attn: Chuck Lamb

Re: Williamson County Annex Addition
Prime Contract #10 Clarifications.

Section 07552 SBS-Modified Bituminous Membrane Roofing

The only Modified Roof Manufacture listed in the specifications was Siplast. We are qualified with GAF, US Intec, Soprema and Tamko. We used GAF for our pricing.

Section 07420 Composite Metal Panels: We felt we could have provided these but the specification clearly said Manufactures approved applicator. There is such a small amount if you have trouble finding someone we would be happy to price this.

Section 07610 Copper Metal Roofing

The manufactures five year watertight warranty is not included in my price. I am not sure if this is available. We are willing to offer our personal five year warranty.

Section 07710 Manufactured Roof Specialties: We have picked up furnishing the reglet and counter but only installing the counter. We are not comfortable warranting the installation of the reglet installed by another trade.

Section 07720 Roof Accessories: We prefer to see the one relief vent in the metal roof have a wood curb. Our price includes all flashing necessary but not providing the curbs or vents.

If you have any questions don't hesitate to call.

Sincerely,

Michael Lowery

02/04/2003



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1300 Smith Road, Suite 110
Austin, Texas 78721
(512) 389-0063
FAX (512) 389-0384

402 E. Loop 121
P.O. Box 1986
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FAX (254) 939-1015

January 16, 2003

Faulkner USA
403 W. 4th Street
Georgetown, Texas 78626

Attn: Chuck Lamb

Re: Williamson County Annex Addition
Prime Contract #10 References

St Theresa Catholic Church
20,000 sq.ft. of copper standing seam roofing and siding.
Architect: Spencer Godfree
General Contractor: Flynn Construction
Project Manager: Gary Miller
Phone: (512) 440-7643

Brothers of Holy Cross
50,000 sq.ft. of galvalume standing seam roofing
General Contractor: Flynn Construction
Project Manager: Gary Miller
Phone: (512) 440-7643

Buda Middle School
30,000 sq.ft. Standing seam
12,000 sq.ft. Modified
General Contractor: Bartlett Cocke
Project Manager: Brian Jones
Phone: (512) 326-4223

Goodwill South Lamar
22,000 sq.ft. Modified
General Contractor: Balcones
Project Manager: Scott Jones
Phone: (512) 707-8555

If you have any questions don't hesitate to call.

Sincerely,

Michael Lowery

BID BOND

Texas Bonding Company
9841 Airport Blvd., 9th Floor
Los Angeles, CA 90045

KNOW ALL MEN BY THESE PRESENTS,

That we, Over the Top Systems, Ltd. dba Pioneer Roof Systems, as Principal, hereinafter called the Principal, and Texas Bonding Company, of 9841 Airport Blvd., 9th Floor, Los Angeles, CA 90045, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held and firmly bound unto **Williamson County**, as Obligee, hereinafter called the Obligee, in the sum of **5% of Greatest Amount Bid** Dollars (**5% of the Greatest Amount Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Williamson County Justice Center Expansion/Courthouse Annex Addition, Roofing, Roof Accessories & Sheet Metal**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

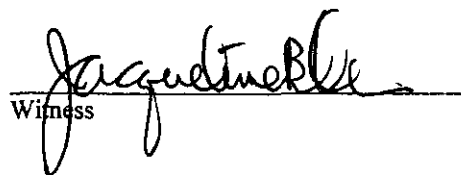
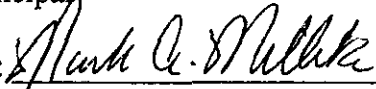
Signed and sealed this 15th day of January, 2003.



Witness

Over the Top Systems, Ltd.
dba Pioneer Roof Systems

Principal

By: 

Witness

TEXAS BONDING COMPANYBy: 

Steven W. Dobson, Attorney-in-Fact



TEXAS BONDING COMPANY

16800 Imperial Valley Drive, Suite 360, Houston, Texas 77060

30-0597

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TEXAS BONDING COMPANY, an assumed name of American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

Steve W. Dobson & Jacqueline B. Dobson

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ 1,000,000.00. This Power of Attorney shall expire without further action on January 16, 2003.

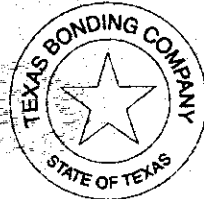
This Power of Attorney is granted and is executed, sealed and may be certified to by facsimile and may be revoked, pursuant to and by authority of resolutions adopted by the Board of Directors of the Company, at a meeting called and held on the 14th day of September, 1998.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice president, Secretary or Assistant Secretary, shall have power and authority.

1. To appoint Attorney(s)-in-fact and to authorize them to execute on behalf of the Company, and attach the Seal of AMERICAN CONTRACTORS INDEMNITY COMPANY doing business under the assumed name of TEXAS BONDING COMPANY, thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-fact and revoke the authority given.

RESOLVED FURTHER, that the signature of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, THE COMPANY has caused its corporate seal to be affixed hereto and executed by its authorized officer this 1st day of September 2000.



TEXAS BONDING COMPANY

BY:

Andy Faust
Andy T. Faust Jr., Corporate President

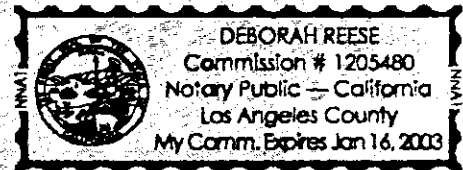
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

§
§

On September 1, 2000 before me, Deborah Reese, a notary public, personally appeared Andy Faust personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed this instrument for the purposes stated therein.

WITNESS my hand and official seal.

Deborah Reese
Deborah Reese, Notary



I, JAMES H. FERGUSON, Corporate Secretary of TEXAS BONDING COMPANY, an assumed name of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 15th day of January, 2003.

James H. Ferguson
JAMES H. FERGUSON, Corporate Secretary

DOCUMENT BACKGROUND IS BLUE - ANY OTHER COLOR IS UNACCEPTABLE

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE EIGHTEEN PAGES (18) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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: ThyssenKrupp Elevator


Mailing Address: 3615 Willow Springs Road

City: Austin **State:** Texas **Zip:** 78704

Email Address: steve.baker@thyssenkruppelevator.com

Telephone: (512) 447-9511 **Fax:** (512) 447-3433

Date of BID: 01-16-03


Signature of Person Authorized to Sign BID

Name and Title of Signer:

Steve Baker, Sales Representative
(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

PREFACE

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

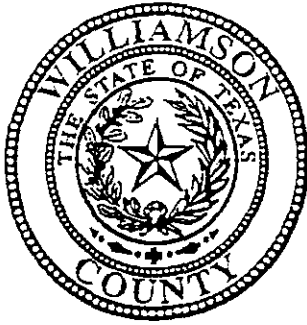
Durrant Architects, Inc. is providing design and project observation services. ~~The Landmark Organization~~ Faulkner USA is serving as Construction Manager and will provide on-site project supervision and coordination services.

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~~ Faulkner USA will not be bidding any Categories of Work on this project.

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



**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): 20

PRIME CONTRACT DESCRIPTION: Hydraulic passenger elevators, Division 14242

CONTRACTOR'S NAME: ThyssenKrupp Elevator

CONTRACTOR'S PHONE NO: (512) 447-9511 FAX NO: (512) 447-3433

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.

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: N/A (\$)

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

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

Prime Contract # 02: Site Improvements

Bid Amount: N/A (\$)

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

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

Prime Contract # 03: Landscaping

Bid Amount: N/A (\$)

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

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

Prime Contract # 04: Concrete

Bid Amount: N/A (\$)

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

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

Prime Contract # 05: Masonry

Bid Amount: N/A (\$)

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

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

Prime Contract # 06: Metals

Bid Amount: N/A (\$)

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

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

Prime Contract # 07: Waterproofing and Dampproofing

Bid Amount: N/A (\$)

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

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

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

Bid Amount: N/A (\$)

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

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

Prime Contract # 09: Exterior Portland Cement Plaster Systems

Bid Amount: N/A (\$)

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

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

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

Bid Amount: N/A (\$)

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

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

Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling Systems

Bid Amount: N/A (\$)

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

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

Prime Contract # 12: Architectural Woodwork

Bid Amount: N/A (\$)

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

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

Prime Contract # 13: Doors, Frames and Finish Hardware

Bid Amount: N/A (\$)

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

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

Prime Contract # 14: Glass and Glazing

Bid Amount: N/A (\$)

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

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

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

Bid Amount: N/A (\$)

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

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

Prime Contract # 16: Resilient Tile Flooring, Base and Carpet Flooring

Bid Amount: N/A (\$)

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

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

Prime Contract # 17: Painting

Bid Amount: N/A (\$)

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

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

Prime Contract # 18: Specialties

Bid Amount: N/A (\$)

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

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

Prime Contract # 19: Detention Equipment

Bid Amount: N/A (\$)

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

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

Prime Contract # 20: Elevators and Platform Lifts

One Hundred Eighty-Eight Thousand

Bid Amount: Four Hundred Thirty-Eight Dollars (\$ 188,438.00)

My bid **includes** these specification sections listed for this prime contract 14242

My bid **excludes** these specification sections listed for this prime contract 14420

Prime Contract # 21: Plumbing and Mechanical

Bid Amount: N/A (\$)

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: N/A (\$)

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 Systems

Bid Amount: N/A (\$)

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

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

Prime Contract # 24: Voice and Data Communications

Bid Amount: N/A (\$)

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

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

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

Bid Amount: Spec Section 14420 (\$ 188,438.00)

One Hundred Eighty-Eight Thousand, Four Hundred Thirty-Eight Dollars

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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

Add/Deduct: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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: N/A (\$)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: N/A (\$)

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: N/A (\$)

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: N/A (\$)

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

Add/Deduct: N/A (\$)

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: N/A (\$)

Voluntary Alternate Bid #2:

Add/Deduct: N/A (\$)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. <u> </u>	DATED: <u> </u>
ADDENDUM NO. <u> </u>	DATED: <u> </u>
ADDENDUM NO. <u> </u>	DATED: <u> </u>

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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.
N/A Unit Price per foot
2. Price per cubic yard of grout for boreholes and caverns.
N/A Unit Price per cy

3. Price to add/delete a cubic yard of topsoil.
N/A Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
N/A Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
N/A Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
N/A Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
N/A Unit Price per sf
8. Price to add/delete 1 sf of carpet.
N/A Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
N/A Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
N/A Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
N/A Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
N/A Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
N/A Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
N/A Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
N/A Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
N/A Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
N/A Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
N/A Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
N/A Unit Price per fixture

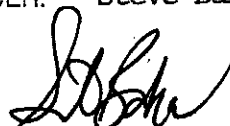
"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 0 % of its workmen for the Project presently reside in Williamson County, Texas. Inaccurate certifications shall constitute cause for termination of any contract with the Owner and the Owner 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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER: ThyssenKrupp Elevator

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: Steve Baker, Sales Representative

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. #? Delaware, 1984, 621211267

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

Please make the attached clarification letter a part of this bid document.

Federal Insurance Company

BID BOND

Bond No. 81470854-132

Amount \$5% OF TENDER PRICE

Know All Men By These Presents,
That we, **THYSSENKRUPP ELEVATOR CORPORATION**
(hereinafter called the Principal),

as Principal, and the Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey, 07059, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

WILLIAMSON COUNTY AUDITORS OFFICE
(hereinafter called the Obligees),

in the sum of FIVE PERCENT OF TENDER PRICE Dollars (\$5% OF TENDER PRICE), for the payment of which we, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this January 16, 2003.

WHEREAS, the Principal has submitted a bid, dated January 16, 2003, for FURNISH AND INSTALL THREE (3) HYDRAULIC ELEVATORS AND DRILL. ONE JACK HOLE IN THE JUSTICE CENTER EXPANSION PROJECT, COURTHOUSE ANNEX ADDITION IN GEORGETOWN, TX

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligees shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligees in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligees the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligees may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

THYSSENKRUPP ELEVATOR CORPORATION
Principal

By: 
Federal Insurance Company

By: 
Kathy Ness, Attorney-in-Fact

Jan-16-03 10:59

From-MARSH CANADA LIMITED

+4163484518

T-847 P.03/03 F-225

**Chubb
Surety****POWER
OF
ATTORNEY****Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company****Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Kelly A. Parker, David Bowcott, Kathy Ness, Janice Oehm and Jacqueline Miller** of Toronto, Ontario----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of March, 2002

Sheryl B. Roberts, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 5th day of March, 2002

, before me, a Notary Public of New Jersey, personally came Sheryl B. Roberts, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Sheryl B. Roberts being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals attested to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notary



Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2004

Karen A. Price

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Sheryl B. Roberts, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- the foregoing extract of the By-Laws of the Companies is true and correct,
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and as authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th day of January, 2003



Sheryl B. Roberts, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3856 e-mail: surety@chubb.com

ThyssenKrupp Elevator



January 16, 2003

Williamson County Auditors Office
Purchasing Department
710 Main Street
Suite 303
Georgetown, Texas 78626

RE: WILLIAMSON COUNTY JUSTICE CENTER EXPANSION
COURTHOUSE ANNEX ADDITION
GEORGETOWN, TEXAS

Dear Sirs:

Please make this letter part of our bid from. Below is breakout pricing to furnish and install the elevators in this project:

Car #6 (5000# capacity, 150 FPM, four (4) in-line openings interface provisions)	\$ 66,014.00
Car #7 (3500# capacity, 125 FPM, four (4) in-line openings, security)	\$ 57,718.00
Car #8 (<u>jack hole only</u> , for 3500# capacity elevator similar to car #7 with shop drawings only)	\$ 6,701.00
Car #9 (2500# capacity, 125 FPM, three (3) front openings/ one (1) rear opening)	\$ 57,347.00
Performance and Payment Bond	\$ 658.00
Total Bid	\$188,438.00

This pricing includes the drilling and casing of the elevator jack holes, permits, QEI elevator inspections, and twelve (12) months initial maintenance after the completion of the project. Tax is not included. We acknowledge three (3) Addenda and one (1) memo.

Enclosed is a fax copy of our bid bond. The original should be in town Monday, January 20, 2003, and we will deliver it to you. We have been in touch with Frank Lamb with Faulkner USA on this matter.

We have the following comments and clarifications regarding our pricing:

1. Our contract department reserves the right of review of the terms and conditions of the contract.
2. At the time of plan review, we were unable to locate the electrical circuits for the elevator motors in the schedule. It may be that someone removed this sheet from the plan room. Please advise the electrician that elevator #6 will have a 60 HP motor. Elevator #7 and 8 (#8 is future) will be 30 HP. Elevator #9 will have a 25 HP motor. We will provide solid state soft starters.

ThyssenKrupp Elevator Corporation
3615 Willow Springs Road
Austin, Texas 78704
Telephone: (512) 447-9511, (888) 886-3944
Fax (512) 447-3433
Internet: www.thyssenkruppelevator.com

Williamson County Auditors Office
Purchasing Department
January 16, 2003
Page Two

3. The electrical plans show a 120 V circuit in the pit for the elevator emergency stop switch. This is not required. We will provide our own stop switch and circuit.
4. The electrical plans show a 120 V circuit for temporary running platforms. In order to start construction, we will need 120 V power for small hand tools and a 220 V single phase, 30 A circuit per car to get the elevators to the platform stage. At that time, we will need three phase power to run the elevators for installation. Please coordinate this with your electrician.
5. We are not sure that the plans and elevator specs are fully coordinated regarding security. The only security interface we have in our pricing is per specification 14242, 2.3. We only have provisions for car #7 only.
6. Regarding liquidated damages, we cannot be responsible for delays not caused by ThyssenKrupp Elevator. In order to start the job, we need to have the hoistways topped out with the block walls installed, in the dry conditions, and construction power as noted above. We anticipate needing 9-10 weeks of continuous work for the installation. We assume that we would receive power, closed in walls, machine rooms, etc. as normally needed.
7. If an elevator is needed for temporary use during construction we will bill you at a standard rate of \$20.00 per day plus the cost of reconditioning at our standard billing rate plus expenses. Any parts required for reconditioning will be at cost plus 15%.
8. Our price does not include the witness stand lift in division 14420.
9. Please note the attached "Work Not Included" sheets which outline the work we have specifically not included in our pricing. This is work traditionally performed by the General Contractor or other subcontractors on the job.

We were the original installers at the Williamson County Jail and Justice Center. We are installing the new elevators in the Jail now. We certainly look forward to the opportunity of serving you on this next phase. Please contact us if you have any questions.

Respectfully submitted,



Steve Baker
Sales Representative

SB/th

Williamson County Auditors Office
Purchasing Department
January 16, 2003
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WORK NOT INCLUDED: This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with sump pump, lights, access doors and waterproofing, as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees F. minimum to 90 degrees F. Maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

The grouting of door sills and frames as required. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pockets or blockouts for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting, of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self resetting. The contractor will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect within 50 feet of each machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by elevator contractor).

Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls is not the responsibility of the elevator contractor. Elevator Contractor is responsible for fire safing oil line, wireway, and signal fixture penetrations through the fire wall.

Flooring and/or installation of flooring by others.

Williamson County Auditors Office
Purchasing Department
January 16, 2003
Page Four

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

Security equipment including proximity card readers, card reader control, intercom equipment, and cameras and their installation.

Auxiliary contacts and wiring from disconnect switches and shunt trip devices and wiring to controllers for legal battery lowering operation.

HYDRAULICS ONLY

A 30" x 30" blockout, or as otherwise indicated on shop drawings, in pit floor for jack hole properly located from building lines (if pit not installed) with adequate ingress and egress for mobile well drilling equipment. Access to pressurized water supply within 100 feet of hole (to be field coordinated). Removal of all dirt and debris accumulated during excavation of the jack hole to be by the General Contractor. Grouting and water proofing of blockout after jack is installed.

Should unusual conditions be encountered during excavation of jack hole, contractor will be notified immediately and written authorization to proceed shall be obtained by Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional material plus 15%.

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE EIGHTEEN PAGES (18) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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: Cobb Mechanical Contractors

Mailing Address: 8222 No. Lamar, Suite D-30

City: Austin **State:** TX **Zip:** 78753

Email Address: TJ@cobbmechanical.com

Telephone: (512) 836-5445 **Fax:** (512) 836-6741

Date of Bid: 1/16/03

Signature of Person Authorized to Sign BID

Name and Title of Signer:

Tim L. Cobb, Executive 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



**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): #21

PRIME CONTRACT DESCRIPTION: Plumbing and Mechanical

CONTRACTOR'S NAME: Cobb Mechanical Contractors

CONTRACTOR'S PHONE NO: (512) 836-5445 FAX NO: (512) 836-6741

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.

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 an 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: _____ N/A _____ (\$ _____ N/A _____)

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

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

Prime Contract # 02: Site Improvements

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

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

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

Prime Contract # 03: Landscaping

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 04: Concrete**

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 05: Masonry**

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 06: Metals**

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 07: Waterproofing and Dampproofing**

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 08: Sprayed Fire Resistive Materials and all Sealant Systems**

Bid Amount: _____ N/A _____ (\$ _____ N/A _____)

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

Prime Contract # 09: Exterior Portland Cement Plaster SystemsBid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 10: Roofing, Roof Accessories and all Sheet Metal Flashings**Bid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling Systems**Bid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 12: Architectural Woodwork**Bid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 13: Doors, Frames and Finish Hardware**Bid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 14: Glass and Glazing**Bid Amount: N/A (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____

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

Bid Amount: _____ N/A _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 16: Resilient Tile Flooring, Base and Carpet Flooring**

Bid Amount: _____ N/A _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 17: Painting**

Bid Amount: _____ N/A _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 18: Specialties**

Bid Amount: _____ N/A _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 19: Detention Equipment**

Bid Amount: _____ N/A _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 20: Elevators and Platform Lifts**

Bid Amount: _____ N/A _____ (\$ N/A _____)

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

Prime Contract # 21: Plumbing and Mechanical

Bid Amount: ONE MILLION THREE HUNDRED ^{THOUSAND} SEVENTY SEVEN (\$ 1,367,000)
 DIV. 15 COMPLETE

My bid includes these specification sections listed for this prime contract See attached Clarifications

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

Prime Contract # 22: Electrical and Fire Alarm Systems

Bid Amount: _____ N/A (\$ N/A)

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 Systems

Bid Amount: _____ N/A (\$ N/A)

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

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

Prime Contract # 24: Voice and Data Communications

Bid Amount: _____ N/A (\$ N/A)

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

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

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

Bid Amount: _____ N/A (\$ N/A)

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): ELEVEN THOUSAND THREE HUNDRED (\$ 11,300)

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: SIX HUNDRED FIFTY (\$ 650)

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: N/A (\$ N/A)

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: N/A (\$ N/A)

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: -0- (\$ -0-)

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: EIGHTEEN THOUSAND FIVE HUNDRED FORTY (\$ 18,540)

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 troffer fixtures as indicated on the drawings and specifications:

Add/Deduct: N/A (\$ N/A)

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

Add/Deduct: N/A (\$ N/A)

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: N/A (\$ N/A)

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: N/A (\$ N/A)

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: N/A (\$ N/A)

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: N/A (\$ N/A)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: N/A (\$ N/A)

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: SEVENTEEN THOUSAND SIX HUNDRED (\$ 17,600)

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: N/A (\$ N/A)

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: NB (\$ NB)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: ONE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED FIFTY (\$ 167,750)

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: NB (\$ NB)

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: NB (\$ NB)

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

RELIABLE CONTROLS
Add/Deduct: ONE HUNDRED THIRTY FOUR THOUSAND (\$ 134,000)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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.
 _____ N/A _____ Unit Price per foot
2. Price per cubic yard of grout for boreholes and caverns.
 _____ N/A _____ Unit Price per cy

3. Price to add/delete a cubic yard of topsoil.
N/A Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
N/A Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
N/A Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
N/A Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
N/A Unit Price per sf
8. Price to add/delete 1 sf of carpet.
N/A Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
N/A Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
N/A Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
175⁰⁰ Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
0 - Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
N/A Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
N/A Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
N/A Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
N/A Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
100⁰⁰ Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
N/A Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
N/A Unit Price per fixture

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 10 % 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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER:

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER:

SIGNATURE OF AUTHORIZED OFFICER:



Tim L. Cobb

circle one to indicate whether CORPORATION PARTNERSHIP or SOLE OWNER

Corporation, in what state AND year incorporated AND Federal ID. #? Colorado, 1969, FEIN #84-0591302

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # COBB011303

KNOW ALL MEN BY THESE PRESENTS, that we

COBB MECHANICAL CONTRACTORS, INC.

P. O. BOX 6729 COLORADO SPRINGS, CO 80935-6729

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

ST. PAUL, MN 80217-0522

a corporation duly organized under the laws of the State of MINNESOTA as Surety, hereinafter called the Surety, are held and firmly bound unto **WILLIAMSON COUNTY AUDITOR'S OFFICE**

PURCHASING DEPARTMENT 710 MAIN STREET SUITE 303 GEORGETOWN, TX 78626

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid**-----Dollars (\$ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

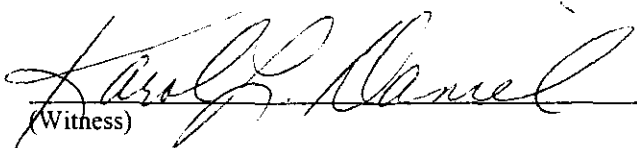
WHEREAS, the Principal has submitted a bid for

WILLIAMSON COUNTY JUSTICE CENTER EXPANSION, COURTHOUSE ANNEX ADDITION

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of January, 2003.


(Witness)

COBB MECHANICAL CONTRACTORS, INC.
(Principal)  (Seal)

(Title) Tom F. Cobb, President

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
(Surety)  (Seal)

(Title) Catherine M. Watts, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA® FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

The St Paul**POWER OF ATTORNEY**

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22596

Certificate No. 858613

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Sherryl D. Leff, Dennis A. Weber, Ned Flemke, Donald Collins and Catherine M. Watts

Colorado Springs

Colorado

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 20th day of June, 2001

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
 City of Baltimore

JOHN F. PHINNEY, Vice President
 THOMAS E. HUIBREGTSE, Assistant Secretary

On this 20th day of June, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public



Plumbing
Heating
Air Conditioning
Industrial/Process Piping
Utilities
Sheet Metal

January 16, 2003

RE: Williamson County Justice Center Expansion
Courthouse Annex Addition

Bid Clarification

We have excluded the following:

- Engineering and design fees
- Dewatering for ground water conditions
- Rock excavation
- Formed or poured concrete or housekeeping pads
- Cutting, removal, or patch of floors, walls, ceilings, or roof
- Framed openings or lintels for mechanical penetrations
- Structural steel or supports, including structural supports for mechanical equipment
- Architectural access doors (We will provide for our scope of work only for installation by others.)
- Any and all painting
- Fire dampers, fire/smoke dampers, smoke dampers, or radiation dampers that are not specifically indicated on mechanical drawings.
- Temporary heating or cooling
- Filters or labor associated with the use of mechanical equipment for temporary heating or cooling
- Extended warranty for mechanical equipment utilized for temporary heating and cooling
- Temporary sanitary sewer, gas, electrical and any and all consumption costs for these services.
- Any electrical disconnects or starters (unless specifically identified in the mechanical specifications or drawings).
- Any electrical or line voltage wiring. (This includes all interconnection wiring.)
- Ceiling wires for mechanical devices.
- Perimeter Drainage
- Architectural Louvers

8222 N. Lamar, Suite D-30
Austin, TX 78753
Phone (512) 836-5445
FAX (512) 836-6741



Plumbing
Heating
Air Conditioning
Industrial/Process Piping
Utilities
Sheet Metal

January 16, 2003

Williamson County Central Maintenance Facility
1900 Georgetown Inner Loop
Georgetown, TX 78626

ATTN: Chuck Lamb – Construction Manager

RE: Williamson County Justice Center Expansion
Courthouse Annex Addition

Dear Mr. Lamb:

Along with our bid proposal for the above referenced project, we are providing a brief overview of our company history.

Cobb Mechanical Contractors, Inc. (CMC) was established in 1969 as a Colorado corporation providing complete mechanical construction services. We entered the Texas market in 1992 and opened a regional office in Austin in 1998. In 2001, we opened an office in Denver, which enables us to better serve the northern Colorado area.

Today, we offer the Colorado and Texas construction markets the most comprehensive mechanical systems capability available within a single organization and base our future business on providing service and professional responsibility. All services are provided using in-house resources. Since 1969, CMC has completed over 500 major projects with a total construction value in excess of \$500 million.

Cobb Mechanical Contractors, Inc. is a full service mechanical contractor. We perform projects on a design/build, design/assist and the traditional competitive bid basis. This approach to the marketplace assures that we are in touch with the latest technological improvements in system design and costs. We assume full and total responsibility for the systems we install in order to ensure that we are meeting the owner's needs. This commitment to satisfying our customer extends beyond the completion of the project and beyond the warranty period.

We are strongly committed to the total quality process and its underlying fundamentals. This process has expanded our customer satisfaction and improved all areas of our company and greatly enhanced the performance of our employees. We constantly strive toward continuing improvement in all areas and exceeding the expectations of our customers. We believe that no other entity possesses the capability and/or resources to serve their customers better than Cobb Mechanical Contractors, Inc. The foundation of Cobb Mechanical Contractors, Inc. is based on the philosophy that every owner

8222 N. Lamar, Suite D-30
Austin, TX 78753
Phone (512) 836-5445
FAX (512) 836-6741

Williamson County Central Maintenance Facility
ATTN: Chuck Lamb – Construction Manager

January 16, 2003
Page 2

and every project deserves the highest quality and most cost effective installation available in the marketplace.

For your review, we have attached additional information:

Completed Projects – Texas
Projects in Progress – Texas
Business References

We hope the enclosed qualification data will receive your favorable consideration and that we will be the successful mechanical bidder on the above referenced project. Should you have any questions or desire additional information, please contact me at your convenience.

Sincerely,

COBB MECHANICAL CONTRACTORS



Tom J. Cobb
Business Development Manager

TJC/kld/01PQWillCty1603tjc
Enclosures

TEXAS PROJECTS

Completed Projects

JOB#	PROJECT NAME	PRIME CONTRACTOR/ GENERAL CONTRACTOR	OWNER	ARCH/ENGR	AMOUNT	DATE
414	Amarillo Medium Security Prison	Hensel Phelps	Texas Dept of Criminal Justice	JPJ Architects	\$ 4,300,000	1994
415	Dalhart Medium Security Prison	Hensel Phelps	Texas Dept of Criminal Justice	JPJ Architects	\$ 4,250,000	1995
426	Intermediate Sanction Facility	Plains Builders	Texas Dept of Criminal Justice	Haywood, Jordan/McCowan	\$ 667,360	1995
431	1100 Bed State Jail Facility	Turner Construction Co.	Texas Dept of Criminal Justice	Johnson/McKibben/Swager	\$ 3,420,000	1995
433	900 Bed State Jail Facility	Gilbane Building Co.	Texas Dept of Criminal Justice	Johnson/McKibben/Swager	\$ 3,548,500	1995
441	Western Regional Medical Facility	Lee Lewis Construction	Texas Dept of Criminal Justice	BLGY, Inc.	\$ 1,882,981	1996
456	Passenger Terminal Facility	Morganiti Texas	Austin/Bergstrom International Airport	Page Southerland Page / NAPT	\$13,800,000	1999
469	Robert E. Johnson Legislative Office Bldg	SpawGlass Contractors	State of Texas	Page Southerland Page	\$ 5,313,497	1999
481	High Security Facility-Clements Unit	Lee Lewis Construction	Texas Dept of Criminal Justice	Sverdrup Facilities	\$ 5,606,321	2000
483	High Security Facility-Gib Lewis Unit	Caddell Construction	Texas Dept of Criminal Justice	Hellmuth, Obata & Kassabaum, Inc.	\$ 5,593,346	1999
484	Travis County Correctional Complex	Fluor Daniel	Travis County	Pfluger, Wginton, Hooker w/ NBBJ	\$ 5,756,663	2000
499	Jester Hall Remodel, University of Texas @ Austin	SpawGlass Contractors	UT-Austin	Susman, Tisdale, Gayle	\$ 1,040,000	2000
500	EISD 9th Grade Center and Westlake High School, Austin	American Constructors	Eanes Independent School District	Pfluger Associates	\$ 3,098,000	2001
502	Cypress-Fairbanks High School #7 Houston, Texas	SpawGlass	Cypress Fairbanks Independent School District	PBK Architects	\$ 8,056,978	2002

TOTAL MECHANICAL FOR COMPLETED TEXAS PROJECTS

\$86,333,646

TEXAS PROJECTS

Projects in Progress

JOB#	PROJECT NAME	PRIME CONTRACTOR/ GENERAL CONTRACTOR	OWNER	ARCH/ENGR	AMOUNT	DATE
504	Bush IAH Central Plant Upgrade Houston, Texas	Morganti	City of Houston	I.A. Naman & Assoc.	\$ 4,277,566	2/2003
505	Hobby Airport Central Concourse Houston, Texas	Morganti/Coken	City of Houston	Lakewood, Andrews & Newman, Inc.	\$ 6,125,000	8/2002
519	Consolidated Rental Car Facility at Bush Airport, Houston	Morganti	City of Houston	Lockwood Andrews & Newman, Inc.	\$ 2,190,000	8/2002
525	APM Maintenance Houston	Stewart-Matti	City of Houston	STOA International Architects / Chien Assoc.	\$ 1,025,000	1/2003
530	Terminal A North Concourse at Bush Airport, Houston	Caddell Construction	City of Houston		\$ 1,000,000	1/2003
531	Terminal A/B Parking Garage at Bush Airport, Houston	Manhattan Construction	City of Houston		\$ 750,000	1/2003
537	Laredo Community College So. Campus, Laredo	Satterfield & Pontikes	Laredo Comm College	Hensler/DBR	\$ 3,156,000	3/2004
540	Terminal "C" MEP & Interior Upgrades at Bush Airport, Houston	Caddell Construction	City of Houston	3D International/Shah Smith & Associates	\$17,300,000	1/2006
541	Dormitory and Dining Facility at Sheppard Air Force Base, Wichita Falls	Roy Anderson Corp.	US Air Force	US Army Corps of Engineers	\$ 5,750,000	4/2004
TOTAL MECHANICAL FOR TEXAS PROJECTS UNDER CONSTRUCTION					<u>\$41,573,566</u>	



Plumbing
Heating
Air Conditioning
Industrial/Process Piping
Sheet Metal

Business References

Ferguson Enterprises

Contact: Frank Reichert
Telephone: 512-445-5140

Texas Air Products

Contact: Jason Nichol
Telephone: 512-452-2500

Trane Company

Contact: Dean Revering
Telephone: 512-416-8822

2906 W. Morrison • P.O. Box 6729
Colorado Springs, CO 80934-6729
Phone (719) 471-8958
FAX # (719) 389-0127

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: Advanced Electrical Systems, Inc.**Mailing Address:** 1093 Briggs Road**City:** Killeen **State:** Texas **Zip:** 76549-3340**Email Address:** Contactus@advancedesi.com**Telephone:** (254) 793-3969 **Fax:** (254) 793-4126**Date of BID:** 
Signature of Person Authorized to Sign BID**Name and Title of Signer:**Kevin McAndrew/ 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**Advanced Electrical Systems, Inc.**

PREFACE

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

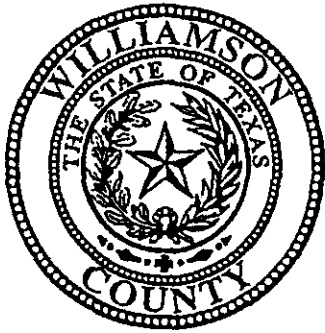
Durrant Architects, Inc. is providing design and project observation services. ~~The Landmark Organization~~ Faulkner USA is serving as Construction Manager and will provide on-site project supervision and coordination services.

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~~ Faulkner USA will not be bidding any Categories of Work on this project.

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



**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): #22

PRIME CONTRACT DESCRIPTION: Electrical and Fire Alarm Systems

CONTRACTOR'S NAME: Advanced Electrical Systems, Inc.

CONTRACTOR'S PHONE NO: (254) 793-3969 FAX NO: (254) 793-4126

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.

Advanced Electrical Systems, Inc.

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 an 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: _____ (\$ N/A)

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

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

Prime Contract # 02: Site Improvements

Bid Amount: _____ (\$ N/A)

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

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

Advanced Electrical Systems, Inc.

Prime Contract # 03: LandscapingBid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 04: Concrete**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 05: Masonry**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 06: Metals**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 07: Waterproofing and Dampproofing**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 08: Sprayed Fire Resistive Materials and all Sealant Systems**Bid Amount: _____ (\$ N/A)My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____

Prime Contract # 09: Exterior Portland Cement Plaster Systems

Bid Amount: _____ (\$ N/A _____)

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

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

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

Bid Amount: _____ (\$ N/A _____)

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

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

Prime Contract # 11: Gypsum Drywall and Acoustic Ceiling Systems

Bid Amount: _____ (\$ N/A _____)

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

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

Prime Contract # 12: Architectural Woodwork

Bid Amount: _____ (\$ N/A _____)

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

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

Prime Contract # 13: Doors, Frames and Finish Hardware

Bid Amount: _____ (\$ N/A _____)

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

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

Prime Contract # 14: Glass and Glazing

Bid Amount: _____ (\$ N/A _____)

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

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

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

Bid Amount: _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 16: Resilient Tile Flooring, Base and Carpet Flooring**

Bid Amount: _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 17: Painting**

Bid Amount: _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 18: Specialties**

Bid Amount: _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 19: Detention Equipment**

Bid Amount: _____ (\$ N/A _____)

My bid **includes** these specification sections listed for this prime contract _____My bid **excludes** these specification sections listed for this prime contract _____**Prime Contract # 20: Elevators and Platform Lifts**

Bid Amount: _____ (\$ N/A _____)

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

Prime Contract # 21: Plumbing and MechanicalBid Amount: _____ (\$ N/A)

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 SystemsBid Amount: Five Hundred Seven Thousand Six Hundred (\$ 507,600.00)My bid includes these specification sections listed for this prime contract 16001 Through 16570My bid excludes these specification sections listed for this prime contract 16720**Prime Contract # 23: Security Electronics and Special Systems**Bid Amount: _____ (\$ N/A)

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

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

Prime Contract # 24: Voice and Data CommunicationsBid Amount: _____ (\$ N/A)

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

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

Prime Contract # 25: Combined Prime Contract (LIST EACH PRIME CONTRACT SEPERATELY)Bid Amount: _____ (\$ N/A)**ALTERNATE BID INFORMATON:**

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: Forty Eight Thousand Eight Hundred (\$ 48,800.00)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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

Add/Deduct: Three Thousand Sixteen Dollars (\$ 3,016.00)

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 troffer fixtures as indicated on the drawings and specifications:

Add/Deduct: Five Thousand Six Hundred Seventy Five (\$ 5,675.00)

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

Add/Deduct: Two Thousand One Hundred Fifty Nine (\$ 2,159.00)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: Eleven Thousand Seven Hundred Ninety _____ (\$ 11,790.00)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: One Thousand Three Hundred Ten _____ (\$ 1,310.00)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A)

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: _____ (\$ N/A)

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

Add/Deduct: _____ (\$ N/A)

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: _____ (\$ N/A _____)

Voluntary Alternate Bid #2:

Add/Deduct: _____ (\$ N/A _____)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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.
 N/A _____ Unit Price per foot
2. Price per cubic yard of grout for boreholes and caverns.
 N/A _____ Unit Price per cy

3. Price to add/delete a cubic yard of topsoil.
N/A Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
N/A Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
N/A Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
N/A Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
N/A Unit Price per sf
8. Price to add/delete 1 sf of carpet.
N/A Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
N/A Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
N/A Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
N/A Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
N/A Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
N/A Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
N/A Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
N/A Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
N/A Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
N/A Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
N/A Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
Nineteen Dollars Fifty Cents (19.50) Unit Price per fixture

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 30 % 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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER: Advanced Electrical Systems, Inc.

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: Kevin McAndrew/ President

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. #? Texas, 1998, Fed.ID #74-2892635

If Partnership, give names of Partners AND Social Security Number N/A

Advanced Electrical Systems, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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**

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, he 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 items named in 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 full descriptive and technical data, together with a statement of addition or deduction of cost to the Base 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 at the times specified on the Contract and Procurement Summary. 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 30 % 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

(WAGE RATES ARE DELETED)

~~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 the project.~~

~~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 together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. 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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
ADVANCED ELECTRICAL SYSTEMS, INC,
1093 BRIGGS RD; KILLEEN, TX 76549
as Principal, hereinafter called the Principal, and
Merchants Bonding Company
2100 Fleur Dr.; Des Moines, IA 50321-1158
a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
WILLIAMSON COUNTY
405 MARTIN LUTHER KING ST.; GEORGETOWN, TX 78626
as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE GREATEST AMOUNT BID

Dollars (\$5% GAB),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, The Principal has submitted a bid for
JUSTICE CENTER EXPANSION COURTHOUSE ANNEX ADDITION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment
of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in
full force and effect.

Signed and sealed this 16TH day of JANUARY 2003
ADVANCED ELECTRICAL SYSTEMS, INC,
Dana Morrison (Principal) (Seal)
President (Title)
Merchants Bonding Company (Surety) (Seal)
Debi Moon (Title) Attorney-In-Fact
Tanya Brunkin (Witness)

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Bond No.

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Steven L. Thomas, Debi Moon, Alan Robinson and/or Elvia Salazar

of The Colony and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 2nd day of January, 2002.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of January, 2002, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

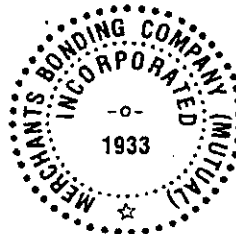


Ruth K. McClain
Notary Public, Polk County, Iowa

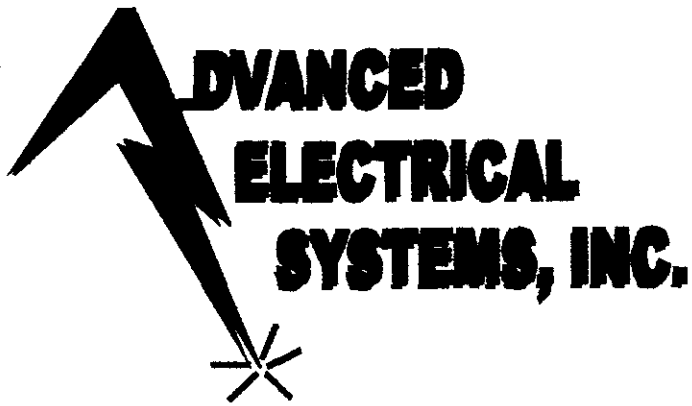
STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 16TH day of JANUARY, 2003



William Warner Jr.
Secretary



1093 Briggs Road
Killeen, Texas 76549-3340
Office (254) 793-3969 • Fax (254) 793-4126
www.advancedesi.com

January 16, 2003

References for:

Construction of Williamson County Justice Center Expansion Courthouse Annex Addition
Bid No: 03WC504
Bid Opening Date & Time: January 16, 2003

Phoenix I Restoration & Construction
9411 Hargrove Dr.
Dallas, Texas 75220
214-902-0111

Contact: Dale Sellers

Emerson Construction
P.O.Box 1888
Temple, Texas 76503
254-939-1863

Contact: Gary Hill

Best Construction Services
P.O.Box 8
Salado, Texas 76571
254-947-4865

Contact: Steve Rogers

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE EIGHTEEN PAGES (18) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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: SimplexGrinnell, LP

Mailing Address: 1608 Royston Lane

City: Round Rock **State:** TX **Zip:** 78664

Email Address: dlawson@tycoint.com

Telephone: (512) 634-1800 **Fax:** (512) 634-1819

Date of BID:

David B. Lawson 1/16/03
Signature of Person Authorized to Sign BID

Name and Title of Signer:

David B. Lawson - Alarm & Detection Manager
(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

PREFACE

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

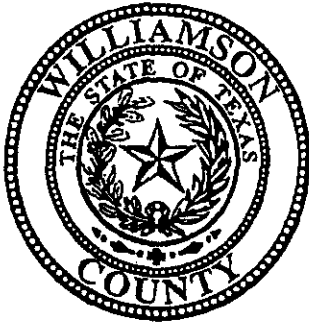
Durrant Architects, Inc. is providing design and project observation services. ~~The Landmark Organization~~ Faulkner USA is serving as Construction Manager and will provide on-site project supervision and coordination services.

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~~ Faulkner USA will not be bidding any Categories of Work on this project.

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



**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): #18, #21, #22, #23, #24

PRIME CONTRACT DESCRIPTION: Fire Protection & Low Voltage System

CONTRACTOR'S NAME: SimplexGrinnell, LP

CONTRACTOR'S PHONE NO: (512) 634-1800 FAX NO: (512) 634-1819

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.

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 an 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: _____ (\$ _____)

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

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

Prime Contract # 02: Site Improvements

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 # 03: Landscaping

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 # 04: Concrete**

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 # 05: Masonry**

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 # 06: Metals**

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 # 07: Waterproofing and Dampproofing**

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 # 08: Sprayed Fire Resistive Materials and all Sealant 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 # 09: Exterior Portland Cement Plaster 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 # 10: Roofing, Roof Accessories and all Sheet Metal Flashings**

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 # 11: Gypsum Drywall and Acoustic Ceiling 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 # 12: Architectural Woodwork**

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 # 13: Doors, Frames and Finish Hardware**

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 # 14: Glass and Glazing**

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

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 # 16: Resilient Tile Flooring, Base and Carpet Flooring**

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 # 17: Painting**

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 # 18: Specialties**Bid Amount: Eight Thousand, One Hundred Dollars (\$ 8,100.00)My bid **includes** these specification sections listed for this prime contract 10520-Fire Protection SpecialtiesMy bid **excludes** these specification sections listed for this prime contract 10155, 10200,
10350, 10801.**Prime Contract # 19: Detention Equipment**

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 # 20: Elevators and Platform Lifts**

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 # 21: Plumbing and Mechanical

Bid Amount: Nineteen Thousand, Two Hundred Seventy- (\$ 19,273.00)

Three Dollars.

My bid includes these specification sections listed for this prime contract 15300-Fire Suppression Pipi

My bid excludes these specification sections listed for this prime contract 15050,-055,-060,-071,-075
-081,-082,-083,-110,-122,-140,-150,-160,-181,-185,-194,-269,-410,-413,-41
-430,-441,-446,-486,-513,-628,-725,-726,-763,-767,-815,-820,-838,-845,-85
Prime Contract # 22: Electrical and Fire Alarm Systems -861,-900,-900A,-940,-990.

Bid Amount: One Hundred and Ninety-Seven Thousand (\$ 197,000.00)

Dollars.

My bid includes these specification sections listed for this prime contract 16720 - Fire Alarm

My bid excludes these specification sections listed for this prime contract 16011,16021,16050,16060,
16075,16080,16101,16120,16130,16140,16145,16289,16410,16420,16441,-442,
-461,-491,-511,-521,-570.

Prime Contract # 23: Security Electronics and Special Systems

Bid Amount: Twelve-Thousand, One Hundred Dollars. (\$ 12,100.00)

My bid Includes these specification sections listed for this prime contract 17726-Sound Reinforcing
Equipment.

My bid excludes these specification sections listed for this prime contract 17100,17750 (Included below,
In prime Contract # 24)

Prime Contract # 24: Voice and Data Communications

Bid Amount: One Hundred and Forty-Four Thousand, (\$ 144,332.00)

Three Hundred and Thirty-Two Dollars.

My bid includes these specification sections listed for this prime contract 17750-Voice &
Data Communication Cabling.

My bid excludes these specification sections listed for this prime contract 17100,17726, (Included
above, in Prime Contract #23.)

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

Bid Amount: Three Hundred, Sixty-Three Thousand,- (\$ 363,805.00)

Eight Hundred and Five Dollars. This Represents the overall Discount
of \$17,000.00 if all scopes listed on this Bid Form are accepted.

ALTERNATE BID INFORMATON:

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: Sixteen Thousand, Six-Hundred Dollars. (\$ 16,600.00)

This alternate applies to section 16720-Fire Alarm Only.

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: n/a (\$)

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: n/a (\$)

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: n/a (\$)

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: Two-Thousand, Two Hundred and Thirty Five (\$ 2,235.00)
Dollars.

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: n/a (\$)

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: n/a (\$)

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

Add/Deduct: n/a (\$)

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: n/a (\$)

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: n/a (\$)

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: n/a (\$)

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: n/a (\$)

ALTERNATE No. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 drawings and specifications:

Add/Deduct: n/a (\$)

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: n/a (\$)

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: n/a (\$)

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: n/a (\$)

ALTERNATE No. 12B: State the amount to be added/deducted to the Base Bid to provide Automated Logic Controls (ALC) in lieu of the items as indicated on the drawings and specifications:

Add/Deduct: n/a (\$)

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

Add/Deduct: n/a (\$)

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

Add/Deduct: n/a (\$)

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

Add/Deduct: n/a (\$)

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: Seventy-Four Thousand, Seven Hundred and - (\$ 74,740.00)
Use Fiber Optic Cable in Lieu of CAT5E- (-Fourty Dollars.)
 in Division 17750, Section 3.1, Line A use of multi-pair riser cable
 Voluntary Alternate Bid #2: in lieu of CAT5E in Division 17750, Section 3.1, Line

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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

3. Price to add/delete a cubic yard of topsoil.
_____ Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
_____ Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
_____ Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
_____ Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
_____ Unit Price per sf
8. Price to add/delete 1 sf of carpet.
_____ Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
_____ Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
_____ Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
_____ Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
_____ Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
_____ Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
_____ Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
_____ Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
_____ Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
_____ Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
_____ Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
_____ Unit Price per fixture

"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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER: SimplexGrinnell, LP

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: David B. Lawson, Alarm & Detection Manager

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 STR Grinnell GP Holding, Inc.

SIMPLEX GRINNELL - VOICE/DATA

16069 COMMERCE DR.
PFLUGERVILLE, TX 78660

REFERENCES

C.E.P. DALLAS

Project Manager 24 locations consisting of approximately(1,000 drops)
Layout design of overhead cabling
Quality Control
Supervision of CAT5CAT3, Fiber Optics, 25-pair wire installation
Equipment and parts distribution
Employee and Subcontractors management
Contact: Sue Bott-Network Support Specialist
Phone: (254) 913-0587

South West Texas State

Project Manager installation 100MG CAT5 , CAT3 and FIBER network (400 drops)
Layout design of overhead cabling
Quality Control
Supervision of Data CAT5, CAT5Voice and FIBER installation
Equipment and parts distribution
Employee management
Project contracted from Simplex
Contact: Ken Jorgenson
Phone: (512) 634-1800

Killeen Independent School District

Project Manager installation 100MG CAT5 network (750 drops)
Layout design of overhead cabling
Quality Control
Supervision of Data CAT5CAT3 and Voice wire installation
Equipment and parts distribution
Employee management
Contact: Robert Hill
Phone: (512) 462-4520

Exclusions

Section 10520 – Fire Protection Specialties:

- Equipment only – no installation provided for fire extinguishers or cabinets

Section 15300 – Fire Suppression Piping:

- All electrical work
- All underground work
- Cleaning, marking and painting of pipe
- Permits, fees
- Fire caulking

Section 16720 – Fire Alarm

- Conduit, backboxes and 120VAC terminations
- Mounting of FACP backbox(es)
- Power for fire shutter doors
- Power for any FSD EP switches
- Cutting or patching
- Bringing the existing building, outside of the limits of construction for this project, to code compliance

Section 17726 – Sound Reinforcement Equipment

- Standard conduit, backboxes and 120VAC terminations

Section 17750 – Voice & Data Communication Cabling

- Standard conduit, backboxes and 120VAC terminations

Attachment "A"

Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

SimplexGrinnell LP

(Here insert full name and address or legal title of Contractor)

1608 Royston Lane, Round Rock, TX 78664
as Principal, hereinafter called the Principal, and

Federal Insurance Company

(Here insert full name and address or legal title of Surety)

15 Mountain View Rd, Warren, NJ 07061

a corporation duly organized under the laws of the State of Indiana
as Surety, hereinafter called the Surety, are held and firmly bound unto

Travis County

(Here insert full name and address or legal title of Owner)

314 W. 11th Street, Austin, TX 78701

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid - - - - -

Dollars (\$ 5% - - -),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

9

day of

January

2003


(Witness)

SimplexGrinnell LP

(Principal)

(Seal)


(Title)


Jacqueline Lopez (Witness)

Federal Insurance Company

(Surety)

(Seal)


Jeannette Dominguez (Title)

Attorney-in-Fact

**Chubb
Surety****POWER
OF
ATTORNEY****Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company****Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Marion R. Vail, Diane R. Cardini, Jeannette Dominguez, Beverly A. Adamick and Asunda Mikulak of Farmington, Connecticut**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th day of October, 2002.**

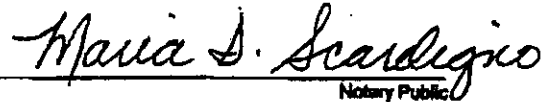

Kenneth C. Wendel, Assistant Secretary


Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this **15th day of October, 2002**, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

MARIA D. SCARDIGNO
Notary Public State of New Jersey
No. 2229781
Commission Expires Sept. 25, 2004


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 9 day of January 2003.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

WILLIAMSON COUNTY BID FORM

REVISED January 14, 2003 TO INCLUDE EIGHTEEN PAGES (18) THAT REPLACE PAGES 13 THROUGH 26 OF THE ORIGINAL BID PACKAGE. ALL OTHER PAGES OF THE ORIGINAL BID PACKAGE REMAIN IN EFFECT.

**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: Secure Control Systems, LLC

Mailing Address: 2438 Freedom Dr.

City: San Antonio **State:** TX **Zip:** 78217

Email Address: brian@securecontrolsystems.com

Telephone: (210) 530-5245 **Fax:** (210) 530-5247

Date of BID: 1-16-03 
Signature of Person Authorized to Sign BID

Name and Title of Signer:

Brian Mikiten, 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

PREFACE

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

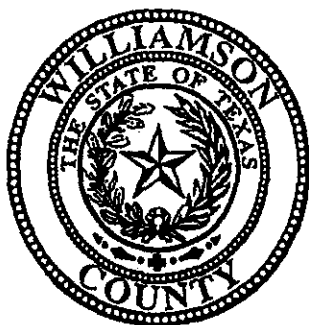
Durrant Architects, Inc. is providing design and project observation services. ~~The Landmark Organization~~ Faulkner USA is serving as Construction Manager and will provide on-site project supervision and coordination services.

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~~ Faulkner USA will not be bidding any Categories of Work on this project.

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



**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

PRIME CONTRACT DESCRIPTION: Security Electronics and Special Systems

CONTRACTOR'S NAME: Secure Control Systems, LLC

CONTRACTOR'S PHONE NO: (710) 530 5245 FAX NO: (710) 530-5247

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.

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: _____ (\$ _____)

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

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

Prime Contract # 02: Site Improvements

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 # 03: Landscaping

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 # 04: Concrete**

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 # 05: Masonry**

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 # 06: Metals**

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 # 07: Waterproofing and Dampproofing**

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 # 08: Sprayed Fire Resistive Materials and all Sealant 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 # 09: Exterior Portland Cement Plaster 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 # 10: Roofing, Roof Accessories and all Sheet Metal Flashings

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 # 11: Gypsum Drywall and Acoustic Ceiling 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 # 12: Architectural Woodwork

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 # 13: Doors, Frames and Finish Hardware

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 # 14: Glass and Glazing

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

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 # 16: Resilient Tile Flooring, Base and Carpet Flooring**

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 # 17: Painting**

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 # 18: Specialties**

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 # 19: Detention Equipment**

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 # 20: Elevators and Platform Lifts**

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 # 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 Systems *Bid Amount: One hundred nineteen thousand two hundred (\$ 119,200)My bid includes these specification sections listed for this prime contract 17100, 17726My bid excludes these specification sections listed for this prime contract none**Prime Contract # 24: Voice and Data Communications**

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

Bid Amount: _____ (\$ _____)

ALTERNATE BID INFORMATON:

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: _____ (\$ _____)

*** 3% discount if combined with Prime Contract #19**

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 troffer 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: _____ (\$ _____)

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. 10A: State the amount to be added/deducted to provide bi-level switching within those existing, renovated spaces shown in lieu of the light switching indicated on the Alternate #1 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 Automated Logic Controls (ALC) 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: _____ (\$ _____)

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

Add/Deduct: _____ (\$ _____)

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	DATED: January 2, 2003
ADDENDUM NO. 2	DATED: January 6, 2003
ADDENDUM NO. 3	DATED: January 15, 2003
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____
ADDENDUM NO. _____	DATED: _____

WAREHOUSEING FOR STORED MATERIALS:

In order for a Contractor to bill 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 fully 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

3. Price to add/delete a cubic yard of topsoil.
_____ Unit Price cy
4. Price to add/delete one pallet (400 sf) of sod.
_____ Unit Price per pallet
5. Price to add/delete one standard 3-0, and 4-0 frame, door, hardware. Both metal and wood.
_____ Unit Price per door
6. Price to add/delete 1 sf of drywall patching.
_____ Unit Price per sf
7. Price to add/delete 1 sf of paint patching.
_____ Unit Price per sf
8. Price to add/delete 1 sf of carpet.
_____ Unit Price per sf
9. Price to add/delete 1 sf of VCT or comparable product.
_____ Unit Price per sf
10. Price to add/delete 1 sf of acoustical ceiling.
_____ Unit Price per sf
11. Price to add/delete 1 hr of crane time with operator.
_____ Unit Price per hour
12. Price to add an additional crane mobilization. Per hour.
_____ Unit Price per hour
13. Price to add/delete 1 lf of curb and gutter.
_____ Unit Price per lf
14. Price to add/delete 1 sf of 4" sidewalk.
_____ Unit Price per sf
15. Price to add/delete 1 sf of asphalt cut and patch.
_____ Unit Price per sf
16. Price to add/delete 1 cy of select fill, placed and compacted.
_____ Unit Price per cy
17. Price to add/delete shut valves on all sizes of copper and PVC piping.
_____ Unit Price per valve
18. Price to add/delete 1 sf of roof patch for copper and membrane roof.
_____ Unit Price per sf
19. Price to upgrade Base Bid light fixture to parabolic light fixture.
_____ Unit Price per fixture

"The undersigned hereby certifies to the WILLIAMSON COUNTY AUDITOR'S OFFICE, PURCHASING DEPARTMENT (Owner) that 15 % 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: 16th DAY OF January 2003.

LEGAL NAME OF BIDDER: Secure Control Systems, LLC

PRINTED NAME AND TITLE OF AUTHORIZED OFFICER: Brian Mikiten

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. #? 742944809

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, he 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 items named in 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 full descriptive and technical data, together with a statement of addition or deduction of cost to the Base 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** at the times specified on the Contract and Procurement Summary. 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

(WAGE RATES ARE DELETED)

~~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 the project.~~

~~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 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~~

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.
- 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.

- 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

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

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

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 sub-base for all 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, suspended slabs (tunnel), continuous footings, spread footings, grade beams, pit walls, and foundation and shaft walls; water stop; concrete reinforcement and embedded metal

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 |
| | 07920 Joint Sealants/Pavement Joint sealants |
|
07-B |
07210 Building Insulation
07211 Perimeter Building Insulation |

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
- 09511 Acoustical Panel Ceilings

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.

09000 Room Finish Schedule
 09310 Ceramic Tile
 09380 Travertine Tile
 09403 Polyacrylate 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

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
- 15140 Domestic Water Piping
- 15150 Sanitary Waste And Vent Piping

- 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

PRIME CONTRACT 23. Security Electronics and Special Systems: This Prime Contract of work includes, but not necessarily limited to, all security electronics and special 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.

17100 Electronic Security Systems General Requirements
17726 Sound Reinforcing Equipment

PRIME CONTRACT 24. Voice and Data Communications: This Prime Contract of work includes, but not necessarily limited to, all voice and data communications. 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.

17750 Voice and Data Communication Cabling

PRIME CONTRACT 25. Combined Prime Contract: This Prime Contract of work includes, but not necessarily limited to, all work referenced in Prime Contracts 1-9 and 11-19. 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, and the specification sections shown under Prime Contracts 1-9 and 11-19

This Prime Contract does not include any of the work shown in Prime Contracts 10, 20, 21, 22, 23, and 24.

If, for example, the Bidder plans to bid Prime Contracts 1 through 9, each Prime Contract must be itemized individually (i.e. Prime Contract 1, 2, etc.) and a grand total for the sum of Prime Contracts 1 through 9.

END OF SECTION 0085

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

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

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:
 1. Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.

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

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.

ARTICLE 4- STORAGE

- .1 Temporary 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

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.

- .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

- .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.

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 Fire Protection 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.

- .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

- .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) blueline copies to all involved parties. The HVAC Contractor will submit the signed Mylar drawing, two blueline 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 accumulations of waste materials, rubbish and debris

- 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.

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.

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.

**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.**

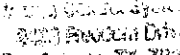
- *Approved and unaltered* hard hats and sturdy work boots are required at all times in the work areas.
- Sleeveless shirts and short pants will not be permitted.
- Approved (Z.87.1) safety glasses/goggles/eye protection shall be worn at all times to protect each employee from harmful rays, dust, chemicals, 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: 

COMPANY: Secure Control Systems

By: 
2003 Project Director
P.O. Box 100, TX 75211

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, OSHA 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 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) will 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

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.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Secure Control Systems, LLC
2438 Freedom Drive, San Antonio, TX 78217
as Principal, hereinafter called the Principal, and
Fidelity And Deposit Company Of Maryland
PO Box 40
Auburn, Maine, 04212-0040

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto
WILLIAMSON COUNTY

(Here insert full name and address or legal title of Owner)

405 Martin Luther King Street,
Georgetown, TX 78626
as Oblige, hereinafter called the Oblige, in the sum of
*** FIVE PERCENT (5%) OF BID***

Dollars (XXXXXX)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

PRIME CONTRACT #23: SECURITY ELECTRONICS AND SPECIAL SYSTEMS associated with Williamson
County Justice Center Expansion, Courthouse Annex Addition, Georgetown, Texas

NOW, THEREFORE, if the Oblige, shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Oblige, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Oblige, the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Oblige, may in good faith contract with another party to
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of January, 2003

Wyndy Rickitts
(Witness)

Secure Control Systems, LLC
(Principal)
President
(Title) (Seal)

Catherine J. DeBorja
(Witness)

Fidelity And Deposit Company Of
Maryland (Surety) (Seal)
Shannon S. Walton
Shannon S. Walton (Title) Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by F. L. BORLEIS, Vice-President, and T. C. JOHNSON, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Stephen F. DUNLAP, Blair E. TORELLI, Michelle V. ORLANDO, Joline L. BINETTE, Nancy E. PETERS and Shannon S. WALTON, all of Auburn, Maine, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stephen F. DUNLAP, Blair E. TORELLI, Michelle V. ORLANDO, Janet H. GIBSON, Nancy E. PETERS, and Joline L. BINETTE, dated August 10, 1999.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of February, A.D. 2000.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. C. Johnson
 T. C. Johnson Assistant Secretary

By: *F. L. Borleis*
 F. L. Borleis Vice-President

State of Maryland }
 County Of Harford } ss:

On this 18th day of February, A.D. 2000, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came F. L. BORLEIS, Vice-President and T. C. JOHNSON, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Patricia A. Trombetti
 Patricia A. Trombetti Notary Public
 My Commission Expires: October 9, 2002

WILLIAMSON COUNTY COURTS ANNEX ADDITION

ORIGINAL BUDGET VERSUS BID RESULTS

CONTRACT BUDGET

Construction Cost	\$9,968,392
HVAC Upgrades	320,000
Renovation of Existing Annex	713,249
Preconstruction Fees	100,000
Addition Roof Support System	18,500
Owner Contingency	150,000
Construction Contingency	300,000
	<u>\$11,120,141</u>

Note: Contingency included in Construction Cost

PROPOSED AWARDS

Prime Contracts 1-24	\$8,319,314
Preconstruction Expense (Est)	30,000
CM Fee	274,131
General Conditions & Expenses	664,922
Preconstruction Fee	100,000
Owner Contingency	150,000
Construction Contingency	200,000
	<u>\$9,738,367</u>

Does not included Testing, Design Fees, Expenses for Owners Rep.

WILLIAMSON COUNTY COURTS ANNEX ADDITION

CONSTRUCTION MANAGER RECOMMEDATIONS

PRIME CONTRACTS

CONTRACTOR

One through Nine and Eleven through Nineteen	WORKMAN CORPORTATION
Ten	PIONEER ROOFING
Twenty	TYSSEN-KRUPP
Twenty-One	COBB MECHANICAL
Twenty-Two	ADVANCED ELECTRIC
	SIMPLEX/GRINNEL
Twenty-Three	SECURE CONTROL SYSTEMS
	SIMPLEX/GRINNEL
Twenty-Four	ACE AUDIO

ALTERNATES ACCEPTED

1	Renovate Existing Court House Annex
2	Finish Law Library
3	Install Steel Stairs with Concrete Infill
4	Add Supplemental Landscaping
6	Add Parabolic Fixtures in New Addition
6B	Add Parabolic Fixtures in Existing Annex
7	Provide Modifications to Column Line "L"
10	Add Bi-level Switching in New Addition
10A	Add Bi-level Switching in Existing Annex
11	Provide High Efficiency Chillers
12B	Provide Automated Logic Controls

TAB SHEET

FaulknerUSA

ITEM: General Contract Bidders		JOB: Williamson County Court House			EST.NO. 25207	
Spec.	SCOPE	COMPANY	FaulknerUSA	Workmen	Workmen	Journeyman
		PHONE NO.	652-4000	326-9293	Plus Items, 10 and 20 thru 24	247-7000
		CONTACT	Chuck Lamb	Paul Workman	20 thru 24	Sam Kumar
				Prime #25		Prime #25
	General Conditions - FaulknerUSA only		See Below	\$5,540,000.00	\$5,540,000.00	\$5,389,000.00
	Prime Contracts 1 - Demolition		\$664,922.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 2 - Site Improvements		\$220,000.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 3 - Landscaping		\$289,400.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 4 - Concrete		\$30,447.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 5 - Masonry		\$854,500.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 6 - Metals		\$610,838.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 7 - Waterproofing & Caulk		\$788,000.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 8 - Sprayed Fireproofing		No Bids Rcvd	Incl Above	Incl Above	Incl Above
	Prime Contracts 9 - Extr Cement Plaster		\$208,390.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 10 - Gyp Drywall, Acoustical Cing		\$29,480.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 11 - Architectural Woodwork		\$477,500.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 12 - Doors Frames Hdwr		\$280,202.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 13 - Glass and Glazing		\$154,204.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 14 - Ceramic, Travertine		\$177,925.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 15 - Rslnt Tile & Carpet		\$100,483.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 16 - Painting - Incomplete		\$100,483.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 17 - Specialties		\$155,600.00	Incl Above	Incl Above	Incl Above
	Prime Contracts 18 - Deletation		No Bids Rcvd	Incl Above	Incl Above	Incl Above
	ESTIMATED COST OF INCOMPLETE BIDS ABOVE		\$61,514.00	Incl Above	Incl Above	Incl Above
	Totals		\$788,380.00	Incl Above	Incl Above	Incl Above
			\$5,980,278.00	\$5,540,000.00	\$5,540,000.00	\$5,389,000.00
	Prime Contract 10 - Roofing	Pioneer	\$284,000.00			\$284,000.00
	Prime Contract 20 - Elevator	Tyssen-Krupp	\$188,438.00			\$188,438.00
	Allowance for Custom Witness Stands		\$50,000.00			\$50,000.00
	Prime Contract 21 - Plumbing and HVAC	Cobb Mech.	\$1,367,000.00			\$1,367,000.00
	Fire suppression system	Grinnel/Simplex	\$19,273.00			\$19,273.00
	Prime Contract 22 - Electrical & Fire Alarm	Advanced	\$507,600.00			\$507,600.00
	Fire Alarm System	Grinnel/Simplex	\$197,000.00			\$197,000.00
	Prime Contract 23 - Security Electronics	Secure Systems	\$91,203.00			\$91,203.00
	Sound Reinforcing System	Grinnel/Simplex	\$12,100.00			\$12,100.00
	Prime Contract 24 - Voice and Data	Ace Audio	\$62,700.00			\$62,700.00
	Sub-Total		\$2,779,314.00			\$2,779,314.00
	Totals		\$8,769,592.00			\$8,168,314.00
	Safety Service Fees (SSF)		\$3,587			\$3,587
	Fee		\$274,131			\$274,131
	Insurance		\$190,008			incl in Bid
			\$484,139.00			\$277,718
	TOTAL BASE BID		\$9,233,731.00	\$6,540,000.00	\$8,597,032.00	\$5,389,000.00
						\$8,446,032.00

ITEM: General Contract Bids - Alternates		JOB: Williamson County Court House			EST.NO. 25207	
Spec.	SCOPE	COMPANY	FaulknerUSA	Workmen	Workmen	Journeyman
		PHONE NO.	652-4000	326-9293	Plus Items, 10 and	247-7000
		CONTACT	Chuck Lamb	Paul Workman	20 thru 24	Sam Kumar
Alt. No.	Delete 2x4 truffer add parabolic fixtures		\$2,159	No Bid	\$2,159	No Bid
#6-B	In existing	SSF	\$43	No Bid	\$43	No Bid
		Insurance	\$66	No Bid	incl	No Bid
		Fee	\$62	No Bid	\$61	No Bid
		Alt #6	\$2,331	\$0	\$2,263	\$0
						\$2,263
Alt. No.	Provide modifications to col line "L"		-\$20,000	-\$17,000	-\$17,000	-\$70,000
#7		SSF	-\$400	No Bid	-\$340	No Bid
		Insurance	-\$612	No Bid	incl	No Bid
		Fee	-\$578	No Bid	-\$477	No Bid
		Alt #7	-\$21,590	-\$17,000	-\$17,817	-\$70,000
						-\$73,364
Alt. No.	Provide bi-level switching in new addition		\$11,790	No Bid	\$11,790	No Bid
#10		SSF	\$236	No Bid	\$236	No Bid
		Insurance	\$361	No Bid	incl	No Bid
		Fee	\$341	No Bid	\$331	No Bid
		Alt #7	\$12,727	\$0	\$12,357	\$0
						\$12,357
Alt. No.	Provide bi-level switching in renovation		\$1,310	No Bid	\$1,310	No Bid
#10-A		SSF	\$26	No Bid	\$26	No Bid
		Insurance	\$40	No Bid	incl	No Bid
		Fee	\$38	No Bid	\$37	No Bid
		Alt #7	\$1,414	\$0	\$1,373	\$0
						\$1,373
Alt. No.	Provid higher efficiency chillers		\$17,600	No Bid	\$17,600	No Bid
#11		SSF	\$352	No Bid	\$352	No Bid
		Insurance	\$539	No Bid	incl	No Bid
		Fee	\$508	No Bid	\$494	No Bid
		Alt #11	\$18,999	\$0	\$18,446	\$0
						\$18,446
Alt. No.	Provide Automated Logic Controls		\$167,750	No Bid	\$167,750	No Bid
#12-B		SSF	\$3,355	No Bid	\$3,355	No Bid
		Insurance	\$5,133	No Bid	incl	No Bid
		Fee	\$4,847	No Bid	\$4,705	No Bid
		Alt #11	\$181,085	\$0	\$175,810	\$0
						\$175,810
TOTAL ALTERNATES			\$499,728.71	\$202,500.00	\$511,544.44	\$110,798.00
BASE BID AND SELECTED ALTERNATES			\$9,733,459.71	\$5,742,500.00	\$9,108,576.44	\$5,499,798.00
						\$9,861,985.07

FaulknerUSA

TAB SHEET

ITEM:	General Contract Bidders	JOB: Williamson County Court House				EST.NO.
Spec.	SCOPE	COMPANY	FT Woods	Workmen	Journeyman	Stewart-Matl
		PHONE NO.				
		CONTACT				
	Total Amount submitted		\$8,655,000.00	\$5,540,000.00	\$5,389,000.00	\$5,650,000.00
	Prime Contracts 1		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 2		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 3		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 4		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 5		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 6		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 7		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 8		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 9		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 10 - Roof		Incl Above	\$372,606.00	\$372,606.00	\$372,606.00
	Prime Contracts 11		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 12		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 13		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 14		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 15		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 16		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 17		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 18		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 19		Incl Above	Incl Above	Incl Above	Incl Above
	Prime Contracts 20 - Elevator		Incl Above	\$188,438.00	\$188,438.00	\$188,438.00
	Prime Contracts 21 - Plumbing and HVAC		Incl Above	\$1,367,000.00	\$1,367,000.00	\$1,367,000.00
	Prime Contracts 22 - Electrical & Fire Alarm		Incl Above	\$704,600.00	\$704,600.00	\$704,600.00
	Prime Contracts 23 - Security Electronics		Incl Above	\$91,203.00	\$91,203.00	\$91,203.00
	Prime Contracts 24 - Voice and Data		Incl Above	\$62,700.00	\$62,700.00	\$62,700.00
	Prime Contracts 25					
		2786546				
	Base Bid		\$8,655,000.00	\$8,326,546.00	\$8,175,546.00	\$8,436,546.00

Williamson County Courts

List of Planholders via ALPHA ORDER

CSI Div	Company	Notes	Trade Description	Base Bid
6	3V Company	excludes 6200 & 12670	Wood Plastic	\$332,461
9	Accent Flooring		Carpet, VCT	\$105,600
17	ACE Audio Communications	17750	Telecom	\$62,700
17	ACE Audio Communications	17726	telecom	\$22,181
16	Advanced Electrical Systems	excludes fire alarm	Electrical, Voice & Data	\$507,600
5	Alamo Steel Co.	includes erection	Structural Steel	\$788,000
2	Austin Eco Systems	includes irrigation	Landscaping	\$37,500
7	Bahl Fireproofing	Includes 7841	Fireproofing	\$208,390
9	Baker Drywall (Cedar Park)		Exterior Studs/Sheath Board/Drywall/Acoustical	\$705,570
8	Bell Glass		storefront/curtain walls/glazing	\$177,925
4	C W Oates Masonry	Includes precast arch. Concrete	Masonry/Stone	\$610,838
17	Cable Com, Inc.		Communications	\$116,678
9	Capital Acoustical, Inc.		Exterior Studs & Sheath Board/Acoustical Ceilings	\$470,000
3	Capitol City Steel		Boring/Augered Piles, Reinforcing Steel, Structural Steel Fabrication	\$65,853
17	Carroll Systems, LP		Data & Voice Network Cabling & Equipment, Communications	\$96,164
9	Central Texas Drywall Inc.		Exterior Studs & Sheath Board/Acoustical Ceilings	\$521,200
2	Champion Site Prep		Site Prep/Earthwork	\$289,400
3	Chasco Contracting		Concrete	\$1,468,000
15	Cobb Mechanical Contractors, Inc.	All div. 15 except fire suppression	HVAC/Plumbing	\$1,367,000
9	D & W Painting		Painting	\$155,600
7	D. R. Kidd Co., Inc.	includes 07420	Roofing Contractor	\$372,605
2	Dana Vista	includes irrigation	Landscaping	\$31,048
9	Dart Construction Company		Exterior Studs & Sheath Board/Acoustical Ceilings	\$789,000
5	Davis Iron Works, Ltd.	Material only	structural steel/handrail/ingels	\$485,700
16	Dean Johnston, Inc.	includes fire alarm	Electrical	\$1,020,000
16	Design Electric (Austin)	includes fire alarm	Electrical	\$1,055,000
8	Dumas Hardware	Excludes security D,F,H	HM, Doors, Frames & Hardware	\$154,204
10	Dumas Hardware		Toilet Accessories	\$5,805
GC	F.T. Woods Construction Services	Includes all Prime Contracts	General Contractor	\$8,655,000
3	F.T. Woods Construction Services		Concrete	\$854,500
8	Floyd's Glass		storefront/curtain walls/glazing	\$218,300
3	Flint Concrete	Material only	Precast Concrete Panels	\$229,500
15	Fox & Hearn	All div. 15 except fire suppression	HVAC/Plumbing	\$1,571,000
11	G-S Company		Detention Equipment	\$89,930
9	Gomez Floor coverings	Excludes 9380,9403	Ceramic Tile	\$17,923
9	Gomez Floor coverings		Carpet, VCT	\$129,657
16	Hill Electric	includes fire alarm and 17726	Electrical	\$1,071,400
2	Hogan Demolition Co.		Demolition	\$222,000
15	Ideal National Mechanical	HVAC only	HVAC	\$939,019
5	Interstate Welding and Fabrication	Includes erection	Structural Steel	\$868,000
11	ISI Detention Contracting Group		Security & Vault Equipment, Detention Equipment	\$61,700
5	Jett Enterprises	Erection only	Structural Steel	\$225,555
GC	Journeyman Construction	Excludes Prime Contracts 10,20-24	General Contractor	\$5,389,000

Updated: 1/14/03 @ 11:34am

Williamson County Courts

List of Planholders via ALPHA ORDER

16	Kanetzky Electric	includes fire alarm	Electrical	\$840,000
3	Keystone Concrete Placement		Turnkey Concrete Subcontractors	\$1,159,850
17	KST Datacom		Data & Voice Network Cabling & Equipment, Communications	\$80,514
16	KST Electric	includes fire alarm	Electric	\$900,000
9	Lonestar Interiors, Inc.		Exterior Studs/Sheath Board/Drywall/Acoustical	\$547,250
6	Lutz Woodworks	excludes 6200 & 12670	Millwork	\$298,479
3	Meridian Precast & Granite	Material only	Precast Concrete Panels	\$187,288
4	P & S Masonry		Masonry / Stone	\$679,588
7	Pioneer Roof	excludes 07420	Roofing	\$284,000
16	R. K. Bass Electric	includes fire alarm	Electrical	\$905,184
9	R.E. Kendrick Plastering		Exterior Insulation & Finish Systems, Lath & Plaster	\$29,480
15	R.E.C. Industries, Inc.	All div. 15 except fire suppression	Plumbing, HVAC	\$1,729,000
3	Rago, Ltd.		Concrete	\$1,409,115
11	Secure Control Systems		Security & Vault	\$61,514
10	Simplex Grinnell Fire Protection	10520	Fire suppression specialties	\$8,100
15	Simplex Grinnell Fire Protection	15300	Fire suppression piping	\$19,273
16	Simplex Grinnell Fire Protection	16720	Fire alarm	\$197,000
17	Simplex Grinnell Fire Protection	17726	Sound reinforcing equipment	\$12,100
17	Simplex Grinnell Fire Protection	17750	Voice and data comm. Cabling	\$144,332
6	South Texas Woodmill, Inc.	Includes 6200, excludes 12670	Architectural Millwork, Millwork	\$280,202
GC	Stewart-Matl, Ltd.	Excludes Prime Contracts 10,20-24	General Contractor	\$5,625,000
6	Texas Fixtures and Interiors	excludes 6200 & 12670	Architectural Millwork, Millwork	\$383,060
7	Texas Roofing Co of Austin Inc.	excludes 07420	Roofing & Flashing	\$322,300
2	Texas Trees & Landscapes	includes irrigation	Landscaping	\$47,252
14	ThyssenKrupp Elevator	excludes 14420	Elevator	\$188,438
7	Toman & Associates, Inc.		Fireproofing	\$109,250
6	Warenoffs, Inc.	excludes 6200 & 12670	Custom Architectural Millwork	\$354,000
9	Webeo Distributing Co., Inc.	Excludes 9403 and partial 9380	Ceramic Tile	\$15,483
9	Webeo Distributing Co., Inc.		Carpet, VCT	\$130,449
4	Wilks Masonry		Masonry, stone	\$890,834
GC	Workman Corporation	Excludes Prime Contracts 10,20-24	General Contractor	\$5,540,000
15	Young & Pratt	All div. 15 except fire suppression	Plumbing, HVAC	\$1,555,000

AGENDA ITEM 32

Consider approving professional services proposal for grant re-submission for Twin Lakes County Park.

Jim Rodgers stated that this was a re-submittal of a Twin Lakes Park application for a grant for the Texas Department of Parks and Wildlife.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve a professional services proposal in the amount \$2,640.00 to Hall/Bargainer, Inc. for grant re-submission for Twin Lakes County Park.

Vote: **5 - 0**

< Attachment >

Contract No. 314-0301

**Monday, February 03, 2003
Judge John Doerfler
Williamson County, Texas
701 Main St. Suite 201
Georgetown, Texas 78626**

Re: Professional Landscape Architectural Services Agreement between Hall/Bargainer and Williamson County, Georgetown, Texas. (Prime Agreement)

Dear Judge John Doerfler,

Thank you for inviting us to submit a proposal for preparation of grant resubmittal to the Texas Parks and Wildlife Department on the above mentioned project. This proposal is based upon our understanding of the project from previous meetings.

The purpose of the services proposed herein is to provide landscape architectural and grant writing services necessary for submittal documents.

This is an Agreement for professional landscape architectural services between: Williamson County, Texas, 701 Main St., Suite 201, Georgetown, TX 78626 (hereinafter called the Client) and Hall Bargainer, Inc., 400 West Main, Suite. 220, Round Rock, Texas 78664 (hereinafter called the Consultant).

The Client agrees to employ the Consultant to provide professional landscape architectural and grant writing services as indicated herein for, Judge John Doerfler of Williamson County for "Twin Lakes Park" (hereinafter called the Project).

Respectfully Submitted,



**Tim Bargainer, ASLA, CLARB
Principal
Hall/Bargainer, Inc.**