



GALLAGHER

# NOTICE

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**THE FILE INCLUDED HERE-IN CONTAINS THE ORIGINAL  
PROPOSAL DOCUMENTS FOR  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION  
CENTER.**

**REFER TO VOLUME 1, SPECIFICATION SECTION  
00 11 13, ADVERTISEMENT FOR PROPOSAL FOR  
IMPORTANT INFORMATION PERTAINING  
TO THE PROPOSAL.**

**ADDENDA FOR THIS PROJECT WILL BE ISSUED AS  
NEEDED AND WILL BE POSTED ON THE  
CONSTRUCTION MANAGER'S WEBSITE  
([www.gallaghertx.com](http://www.gallaghertx.com))**

**PROPOSERS ARE RESPONSIBLE FOR ALL DOCUMENTS  
CONTAINED HERE-IN AS WELL AS SUBSEQUENT  
ADDENDA.**

**FOR QUESTIONS AND CLARIFICATIONS, PLEASE  
CONTACT LANCE AARON [laaron@gallaghertx.com](mailto:laaron@gallaghertx.com)**



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# LETTER OF TRANSMITTAL

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**DATE:** DECEMBER 29, 2020

**TO:** ALL PROPOSERS

**RE:** KAUFMAN COUNTY JUSTICE CENTER/PET  
ADOPTION CENTER

THE ATTACHED FILE CONTAINS THE COMPLETE PROPOSAL DOCUMENTS (PLANS AND SPECIFICATIONS) FOR THE KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER.

**ALSO CONTAINED ON THIS FILE IS THE CONSTRUCTION MANAGER'S COMPETITIVE SEALED PROPOSAL PACKAGE AND CONTRACT CONDITIONS MANUAL FOR THIS PROJECT. THIS MANUAL INCLUDES ALL OF THE PROPOSAL REQUIREMENTS, PROPOSAL FORM, CONTRACT REQUIREMENTS AND SCOPE OF WORK PACKAGES FOR EACH TRADE. ALL PROPOSERS ARE REQUIRED TO REVIEW ALL INFORMATION CONTAINED IN THIS MANUAL IN CONJUNCTION WITH THE PLANS AND SPECIFICATIONS IN PREPARING A PROPOSAL FOR THIS PROJECT. INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED VALID.**

**CONTENTS OF THE FILE INCLUDE:**

1. LETTER OF TRANSMITTAL
2. FILE DISCLAIMER
3. GALLAGHER CONTRACT CONDITIONS AND COMPETITIVE SEALED PROPOSAL PACKAGE PROJECT MANUAL
4. ARCHITECTS PROJECT MANUAL
5. KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER PLANS



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# NOTICE FOR PROJECT PROPOSAL

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KAUFMAN COUNTY JUSTICE CENTER/PET  
ADOPTION CENTER

**Proposal Due:  
2:00 PM, FEBRUARY 4, 2021**

**PROPOSALS ARE TO BE EMAILED TO:  
BID@KAUFMANCOUNTY.NET**

**100 N. WASHINGTON STREET  
KAUFMAN, TX 75142**

ADDENDUM ARE POSTED ON  
THE CONSTRUCTION MANAGER'S WEBSITE  
([www.gallaghertx.com](http://www.gallaghertx.com))

FOR QUESTIONS AND CLARIFICATIONS,  
PLEASE  
CONTACT LANCE AARON  
[laaron@gallaghertx.com](mailto:laaron@gallaghertx.com)

**CONTRACT CONDITIONS  
&  
CSP PACKAGE SCOPE OF WORK**

**Kaufman County**

**Kaufman County Justice Center/Pet  
Adoption Center**

**GCS JOB #20-03A & 20-05A**

**GALLAGHER**

**3501 Token Drive, Suite 100**

**Richardson, Texas 75082**

**972.633.0564 Phone**

**972.633.0164 Fax**

**laaron@gallaghertx.com**

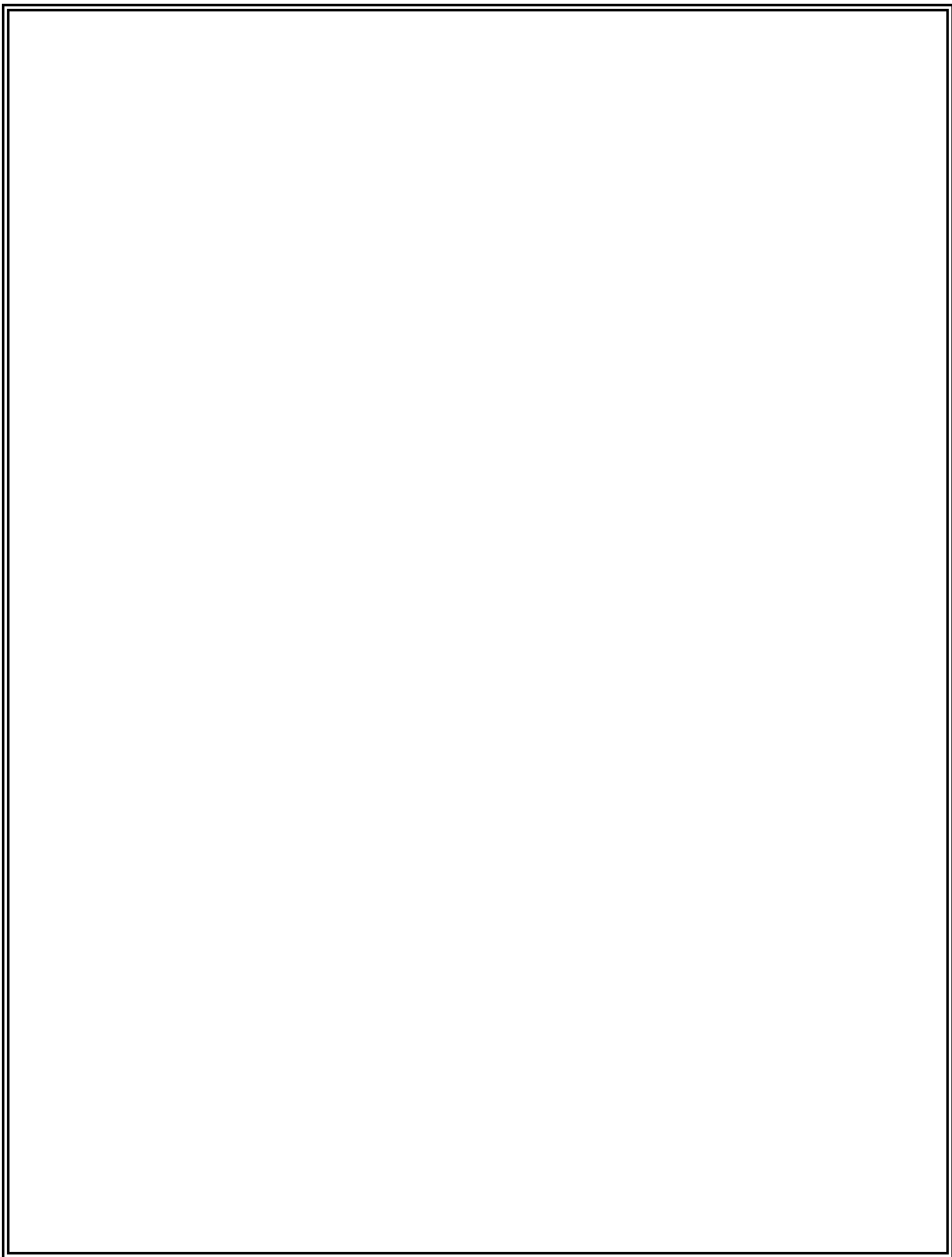
**VOLUME 1**



**GALLAGHER**

**EST 1968**

**December 29, 2020**



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# TABLE OF CONTENTS

Cover

Table of Contents

## PROPOSAL REQUIREMENTS

## # OF PAGES

Section 00 11 13	Advertisement for Proposal.....	4
Section 00 21 13	Information for Proposers.....	5
Section 00 41 00	Construction Proposal Form .....	8
Section 00 41 01	Selection Criteria.....	1
Section 00 52 00	Form of Contract.....	7
Section 00 61 13.13	Sample Performance Bond.....	2
Section 00 61 13.16	Sample Payment Bond .....	2
Section 00 72 00	General Conditions of the Contract.....	65
Section 00 73 43	Wage Rate Schedule .....	1
Section 00 80 00	Safety Trade Contractor .....	3

## SPECIFICATIONS

## # OF PAGES

Section 01 11 00	Summary of Work.....	2
Section 01 26 00	Change Order Procedures.....	2
Section 01 29 73	Schedule of Values.....	1
Section 01 29 76	Application for Payment.....	1
Section 01 31 13	Coordination.....	1
Section 01 31 19	Progress Meetings.....	2
Section 01 32 13	Schedules and Reports.....	3
Section 01 33 00	Shop Drawings, Product Data and Samples.....	8
Section 01 40 00	Contract Quality Control .....	1
Section 01 51 00	Temporary Utilities.....	4
Section 01 52 00	Construction Facilities and Controls.....	3
Section 01 65 00	Transportation and Handling.....	1
Section 01 66 00	Storage and Protection.....	2
Section 01 74 23	Final Cleaning .....	1
Section 01 77 00	Contract Closeout Procedures .....	2
Section 01 78 23	Operation and Maintenance Data .....	3
Section 01 78 33	Warranties and Bonds .....	1

Section 01 78 39	Project Record Documents.....	2
Section 01 78 43	Spare Parts, Overages and Maintenance Materials.....	1
Section 01 79 00	Systems Demonstrations .....	1
Section 01 80 00	General Clarifications to All Proposers.....	4
Section 01 81 00	Scope of Work:	

CSP 01-B	FINAL BUILDING CLEANING	CSP 11-G	RESIDENTIAL APPLIANCES
CSP 03-A	BUILDING CONCRETE	CSP 11-H	DETENTION EQUIPMENT
CSP 04-A	MASONRY	CSP 12-D	WINDOW TREATMENTS
CSP 05-A	STRUCTURAL STEEL & ERECTION	CSP 13-D	ANIMAL ENCLOSURES AND EQUIPMENT
CSP 06-A	MILLWORK	CSP 14-A	ELEVATOR(S)
CSP 07-A	ROOFING & SHEET METAL	CSP 21-A	FIRE SPRINKLER SYSTEM
CSP 07-C	SPRAYED ON FIREPROOFING AND SPRAYED INSULATION	CSP 22-A	PLUMBING
CSP 08-A	FRAMES, DOORS & HARDWARE	CSP 23-A	HVAC
CSP 08-B	GLASS & GLAZING	CSP 26-A	ELECTRICAL
CSP 08-C	OVERHEAD SECTIONAL DOORS	CSP 27-A	VOICE & DATA CABLING
CSP 09-A	DRYWALL & ACOUSTICAL	CSP 27-B	AUDIO/VISUAL SYSTEM
CSP 09-C	TILING	CSP 28-A	FIRE ALARM SYSTEMS
CSP 09-D	FLOOR COVERINGS	CSP 28-B	SECURITY SYSTEMS
CSP 09-E	PAINTING & WALLCOVERING	CSP 31-A	EXCAVATION
CSP 09-I	TERRAZZO	CSP 32-A	CONCRETE PAVING
CSP 09-J	FLUID APPLIED FLOORING	CSP 32-B	LANDSCAPE & IRRIGATION
CSP 10-A	BUILDING SPECIALTIES	CSP 32-C	FENCING
CSP 10-D	METAL LOCKERS/METAL SHELVING/WIRE PARTITIONS	CSP 32-E	SYNTHETIC TURF
CSP 10-G	IDENTIFICATION DEVICES	CSP 33-A	SITE UTILITIES
CSP 10-I	ALUMINUM CANOPIES		
CSP 11-A	WALK-IN FREEZER		
CSP 11-B	COMMERCIAL LAUNDRY EQUIPMENT		



## GALLAGHER

**00 11 13 - ADVERTISEMENT FOR PROPOSAL****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

PROJECT TYPE: KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

OWNER: KAUFMAN COUNTY  
100 N. WASHINGTON STREET  
KAUFMAN, TX 75142

PRE-PROPOSAL MEETING TIME / DATE: 10:00 AM, THURSDAY, JANUARY 21, 2021

LOCATION: COURTHOUSE - ANNEX

ADDRESS: KAUFMAN COUNTY  
100 N. WASHINGTON STREET  
KAUFMAN, TX 75142

PROPOSAL TIME / DATE: 02:00 PM, THURSDAY, FEBRUARY 4, 2021

LOCATION: BID@KAUFMANCOUNTY.NET

ARCHITECT: HELLMUTH, OBATA & KASSABAUM  
717 NORTH HARWOOD STREET, SUITE 2850 LB 8  
DALLAS, TX 75201

QUORUM ARCHITECTS  
825 WEST VICKERY BOULEVARD, SUITE 100  
FORT WORTH, TX 76104

CONSTRUCTION MANAGER: GALLAGHER CONSTRUCTION SERVICES  
  
3501 TOKEN DRIVE, SUITE 100  
RICHARDSON, TEXAS 75082  
(972) 633-0564  
(972) 633-0164 (FAX)  
E-MAIL: LAARON@GALLAGHERTX.COM

Electronically submitted proposals shall be submitted to [bid@kaufmancounty.net](mailto:bid@kaufmancounty.net) and received before 2:00 PM, local time, Thursday, February 4, 2021. Thereafter, at 2:00 PM, all sealed electronic proposals will be opened and tabulated by the Construction Manager. A complete proposal tabulation will be made available on the Construction Manager's website as soon as practical after opening of electronic proposals. After proposals are opened and tabulated, post proposal conferences will be conducted as necessary and recommendations presented to the Owner for consideration of awarding contracts.

Due to the current recommendations for social distancing in place, the method of electronic proposal submission is strongly encouraged by the Owner. If for some reason a proposal cannot be submitted electronically, hard copies shall be sent/delivered directly Kaufman County Courthouse 100 N. Washington Street, Kaufman, Texas 75142, and received, not postmarked, on or before 2:00 PM, local time, Thursday, February 4, 2021. Any HARD COPY proposals received after the closing time of 2:00 PM will be returned unopened.

Construction proposals are being received by the Kaufman County from multiple prime proposers who will be coordinated by the Construction Manager, Gallagher Construction Services. Successful proposers will contract directly with the Owner.

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CSP Packages available to prospective Proposers are as follows:

CSP 01-B	FINAL BUILDING CLEANING	CSP 12-D	WINDOW TREATMENTS
CSP 03-A	BUILDING CONCRETE	CSP 13-D	ANIMAL ENCLOSURES AND EQUIPMENT
CSP 04-A	MASONRY	CSP 14-A	ELEVATOR(S)
CSP 05-A	STRUCTURAL STEEL & ERECTION	CSP 21-A	FIRE SPRINKLER SYSTEM
CSP 06-A	MILLWORK	CSP 22-A	PLUMBING
CSP 07-A	ROOFING & SHEET METAL	CSP 23-A	HVAC
CSP 07-C	SPRAYED ON FIREPROOFING AND SPRAYED INSULATION	CSP 26-A	ELECTRICAL
CSP 08-A	FRAMES, DOORS & HARDWARE	CSP 27-A	VOICE & DATA CABLING
CSP 08-B	GLASS & GLAZING	CSP 27-B	AUDIO/VISUAL SYSTEM
CSP 08-C	OVERHEAD SECTIONAL DOORS	CSP 28-A	FIRE ALARM SYSTEMS
CSP 09-A	DRYWALL & ACOUSTICAL	CSP 28-B	SECURITY SYSTEMS
CSP 09-C	TILING	CSP 31-A	EXCAVATION
CSP 09-D	FLOOR COVERINGS	CSP 32-A	CONCRETE PAVING
CSP 09-E	PAINTING & WALLCOVERING	CSP 32-B	LANDSCAPE & IRRIGATION
CSP 09-I	TERRAZZO	CSP 32-C	FENCING
CSP 09-J	FLUID APPLIED FLOORING	CSP 32-E	SYNTHETIC TURF
CSP 10-A	BUILDING SPECIALTIES	CSP 33-A	SITE UTILITIES
CSP 10-D	METAL LOCKERS/METAL SHELVING/WIRE PARTITIONS		
CSP 10-G	IDENTIFICATION DEVICES		
CSP 10-I	ALUMINUM CANOPIES		
CSP 11-A	WALK-IN FREEZER		
CSP 11-B	COMMERCIAL LAUNDRY EQUIPMENT		
CSP 11-G	RESIDENTIAL APPLIANCES		
CSP 11-H	DETENTION EQUIPMENT		

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Proposers are invited to propose individual CSP Packages or any combination number of CSP Packages available. The information for Proposers, Construction Proposal Form, Form of Contract, Plans, Specifications, Performance & Payment Bonds, Scope of Work and other contract documents may be obtained by contacting one of the following:

1. Gallagher Construction Services 972-633-0564  
3501 Token Drive, Suite 100  
Richardson, Texas 75082
2. AGC Planroom – West Texas Chapter 940-322-0100  
3100 Seymour Highway, Suite 214  
Wichita Falls, Texas 76301
3. BIDCLERK 312-380-4782  
28 N. Clark Street, Suite 450  
Chicago, Illinois 60602
4. Central Texas Chapter AGC 254-772-5400  
4500 West Waco Drive  
Waco, Texas 76710
5. Construction Data Company 800-872-7878  
14205 MoPac Expressway, Suite 550  
Austin, Texas 78728
6. DFW Minority Business Council 214-630-0747  
8828 N. Stemmons Freeway, Suite 550  
Dallas, Texas 75247
7. Dodge Dallas/ Fort Worth 817-313-8071  
4300 Beltway Pl, Suite 180  
Arlington, Texas 76018
8. ISQFT Plan Room 800-364-2059  
4500 Lake Forest Drive, Suite 502  
Cincinnati, Ohio 45242
9. NTCR Planroom 972-820-9020  
2828 Trinity Mills Road, Suite 330  
Carrollton, Texas 75006
10. Reed Construction Data 303-470-3639  
30 Technology Parkway South, Suite 500  
Norcross, Georgia 30092
11. Virtual Builders Exchange 210-564-6900  
4047 Naco Perrin, Suite 100  
San Antonio, Texas 78217

The Owner reserves the right to accept or reject any individual proposal or any combination of proposals, whichever shall be in the Owner's best interest.

An electronic copy of the Drawings, Project Manual(s) and other proposal documents for the CSP Packages may be obtained by Contractors by contacting the Construction Manager, Gallagher Construction Services.

Partial sets of Drawings and Project Manuals will not be available. Proposers requiring hard copy set(s) of Drawings and/or Project Manuals may obtain them from the Construction Manager for the non-refundable cost of reproduction.

All work shown on the drawings and/or specified herein shall be completed in accordance with the time stated in the individual CSP Packages pursuant to Section 01 81 00 Scope of Work.

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If the proposal amount equals \$25,000.00 or more, successful Proposers must furnish acceptable Performance and Payment Bonds from an approved Surety Company, authorized to do business in Texas, within five (5) days following presentation of the contract. The cost of performance and payment bonds, if required, shall be included in the Proposers base proposal amount and any alternate proposal amounts, as applicable. The Owner reserves the right to waive any informality or to reject any or all proposals. THE PAYMENT AND PERFORMANCE BONDS MUST COMPLY WITH CHAPTER 2253, TEXAS GOVERNMENT CODE.

All proposers shall visit the site where the work is to be performed and become familiar with local conditions as they might in any way affect the cost and/or execution of the Work to be proposed.

All proposers will be required to comply with the provisions of Chapter 2258, Texas Government Code with respect to the payment of prevailing wage rates and applicable City Ordinances regarding equal employment practices.

Evidence of worker's compensation insurance coverage for the person's or entity's employees providing services on the project will be required for the duration of the work.

Upon notification of potential selections for award, the person or entity submitting the proposal must give notice to the Owner if the owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony (this requirement does not apply to a publicly held corporation).

A pre-proposal conference will be held at 10:00 AM, THURSDAY, JANUARY 21, 2021 at the Kaufman County, Courthouse - Annex, 100 N. Washington Street, Kaufman, TX 75142. Attendance is encouraged by a representative of each firm submitting a proposal. Failure to be represented at this meeting may eliminate a Proposer from consideration for work on this project. Attendance at this meeting is one of the considerations for contract award.

IT IS MANDATORY FOR EACH PROSPECTIVE PROPOSER TO REFER TO SECTION 01 81 00 OF THE PROJECT MANUAL FOR THE SPECIFIED SCOPE OF WORK REQUIRED FOR EACH RESPECTIVE CSP PACKAGE AND TO UTILIZE THE REQUIRED PROPOSAL FORM AS PROVIDED IN SECTION 00 41 00 WHEN SUBMITTING A PROPOSAL
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--- END OF SECTION ---

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**SECTION 00 21 13 – INFORMATION FOR PROPOSERS**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| 1. Receipt and Opening of Proposals | 11. Addenda and Interpretations       |
| 2. Preparation of Proposal          | 12. Substitutions                     |
| 3. Subcontracts                     | 13. Security for Faithful Performance |
| 4. Telegraphic Modifications        | 14. Power of Attorney                 |
| 5. Method of Proposing              | 15. Notice of Special Conditions      |
| 6. Qualification Statement          | 16. Laws and Regulations              |
| 7. Qualifications of Proposer       | 17. Method of Award                   |
| 8. Liquidated Damages               | 18. Obligation of Proposer            |
| 9. Time of Completion               | 19. Proposal Documents                |
| 10. Conditions of Work              | 20. Contract to be Used               |

**1. RECEIPT AND OPENING OF PROPOSALS**

The Owner will open proposals for individual CSP Packages for the Kaufman County Justice Center/Pet Adoption Center for the Kaufman County.

The Owner invites proposals on the forms prepared by the Construction Manager; copies of the forms are attached hereto, all blanks of which must be appropriately filled in. Proposals will be received by the Owner at the time and place indicated in the "Advertisement for Proposal" and then at said place will be publicly opened and read aloud.

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a proposal within sixty - (60) days after the actual opening thereof.

**2. PREPARATION OF PROPOSAL**

All proposals must be submitted on forms prepared and furnished by the Construction Manager.

The Proposer shall not attach any of their own forms, including Proposer's own standard forms, to the Owner's Proposal Form. By signing Owner's Proposal Form, Proposer agrees that Owner's Proposal Form prevails over Proposer's Form.

Electronically submitted proposals shall be submitted to bid@kaufmancounty.net and received before 2:00 PM, local time, Thursday, February 4, 2021. Thereafter, at 2:00 PM, all sealed electronic proposals will be opened and tabulated by the Construction Manager. A complete proposal tabulation will be made available on the Construction Manager's website as soon as practical after opening of electronic proposals. After proposals are opened and tabulated, post proposal conferences will be conducted as necessary and recommendations presented to the Owner for consideration of awarding contracts.

Due to the current recommendations for social distancing in place, the method of electronic proposal submission is strongly encouraged by the Owner. If for some reason a proposal cannot be submitted electronically, hard copies shall be sent/delivered directly Kaufman County Courthouse 100 N. Washington Street, Kaufman, Texas 75142, and received, not postmarked, on or before 2:00 PM, local time, Thursday, February 4, 2021. Any HARD COPY proposals received after the closing time of 2:00 PM will be returned unopened.

**3. SUBCONTRACTS**

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

The Contractor shall be responsible for acts and omissions of his employees and his subcontractors, their

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agents and employees. The Owner may, in writing, require the Contractor to remove from the work any employee the Owner's Agent finds careless, incompetent or otherwise objectionable.

**4. TELEGRAPHIC MODIFICATION**

The Owner will not accept telegraphic modification of proposal after receipt by the Owner of any proposal submitted.

**5. METHOD OF PROPOSING**

The Owner will receive proposals on all divisions of the work.

Proposers may submit proposals on individual packages or any combination of packages. The Owner reserves the right to accept/reject any individual proposal, any combination of individual proposals, or any combination of package proposals, whichever shall be in the Owner's best interest.

**6. QUALIFICATION STATEMENT**

Proposers to whom award of Contract is under consideration shall submit to the Construction Manager, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement showing that the Proposer has successfully completed work on projects of similar size and scope on the work proposed. Include listings of previous projects, Owners, Architects and Engineers.

Failure to submit a Qualification Statement when requested may eliminate Contractor or Material and Equipment Supplier from consideration for work on this Project.

The Owner reserves the right to reject any proposal of a Contractor or his proposed Sub-Contractor if investigation of such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**7. QUALIFICATIONS OF PROPOSER**

Contractor shall submit at the request of the Construction Manager, the following information regarding the Contractor's proposed Superintendent for the project. Resume should indicate the following minimum qualifications:

- Minimum five years' experience in construction as a Superintendent.
- Indicate projects successfully completed by Superintendent in that capacity in value of at least 80 percent of the value of this Contractor's contract.

It is the intent of the Owner to award contracts for the construction services required under the terms of these contract documents to contractors who employ skilled craftsmen and laborers for a substantial portion of the specified work. Therefore, as part of the proposal review process, the Owner reserves the right to request the proposers to submit data which will substantiate that at least 75% of the work specified in the contract documents will be performed directly by the proposer's employees and not by subcontract. Failure of the proposer to meet this requirement may result in rejection of its proposal, without prejudice, regardless of order of proposal.

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

Before using the proposal of a sub-contractor, the Proposer shall investigate and satisfy himself that the sub-contractor he will propose to the Owner as part of his proposal can satisfy all of the requirements above expressed. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that the proposer and/or any subcontractor he proposes can properly carry out the work contemplated therein. Conditional proposals will not be accepted.

The ability of any proposer to obtain plans and provide a performance bond shall not be regarded as the sole qualifications of such proposer's competency and responsibility to meet the requirements and obligations of the contract.

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Proposers may be disqualified and their proposals not considered for any of the following specific reasons:

- a. Reason for believing collusion exists among proposers.
- b. The proposer being interested in any litigation against the Owner.
- c. The proposer being in arrears on any existing contract or having defaulted on a previous contract.
- d. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
- e. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.

**8. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful proposer, as determined by the Owner, upon failure to or refusal to execute and deliver the contract, bonds and insurance required by the proposing documents within five (5) days following the presentation of the contract, shall be liable to the Owner, as damages for such failure or refusal, the costs differential between the proposal submitted and the next lowest responsible proposer, as determined by Owner, and/or any costs for re-proposing the work. Such payment shall be paid to Owner within ten (10) days of written demand for same.

**9. TIME OF COMPLETION**

Proposer must agree to commence work and complete work according to the schedules contained in Section 01 81 00 - Scope of Work. Notice to Proceed will be issued by the Construction Manager. Proposers must agree also to pay liquidated damages as hereinafter provided in the General Conditions and in Section 01 80 00 - General Clarification to All Proposers.

**10. CONDITIONS OF WORK**

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

Each proposer is advised that the Owner shall engage Contractors on the basis of their competitive proposals, qualifications and ability to perform the work in accordance with the Contract Documents. No discrimination will be made with regard to any affiliation or non-affiliation with any labor organization. Time is of the essence and the acceptance of the Contract shall obligate the Contractor to furnish skilled and qualified workers as required to perform the work in accordance with the schedule requirements for the Project, and without interference to other Contractors resulting from labor disputes arising out of wages, work jurisdiction and/or organizational issues. Failure to maintain the schedule requirements of the project shall result in withholding of funds by the Owner and place the Contractor liable to delays incurred by other Contractors resulting from such delay.

The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by the Owner and does not expressly or by implication warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information, including but not restricted to topographical data, borings, subsurface information dimensions, and the precise location of utilities, utility capacities, and easements.

The Contractor is responsible for having visited the site and having ascertained pertinent local conditions such as location, capacities, accessibility, and general character of the site. Any failure to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Owner.

**11. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the plans, specifications or other pre-Proposal Documents will be made to proposers. Proposers will be bound to the full requirements of the proposing documents and written addenda.

Every request for such interpretation should be received, via fax or e-mail, at least three days prior to the date fixed for the opening of proposals at (972) 633-0164 or e-mailed to [laaron@gallaghertx.com](mailto:laaron@gallaghertx.com). Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed, delivered or sent by facsimile machine to all who are known not later than one day prior to the date fixed for the opening of proposal. Failure of any proposer to receive any

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such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents.

Each proposer shall check with the Construction Manager within 24 hours prior to the proposal opening to secure Addenda. The Architect, Construction Manager and/or the Owner will not be responsible for oral clarification. Each proposer shall ascertain prior to submitting his proposal that he has received all addenda issued.

**12. SUBSTITUTIONS**

Each proposer represents that his proposal is based upon the materials and equipment described in the proposing documents. Substitution requests will be considered in the period prior to seven (7) days before the proposal date.

**13. SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with delivery of the executed contract, each Contractor whose contract(s) totals \$25,000 or more shall furnish surety bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and licensed by the Texas Department of Insurance. Bonds shall be approved by the Attorney General as to form.

Sureties need to have agents accessible to the Dallas Area Metroplex that act on behalf of all parties. All obligations created herein are performable in the Dallas Area Metroplex.

No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to the Owner. The contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.

**14. POWER OF ATTORNEY**

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney, indicating the monetary limit of such power.

**15. NOTICE OF SPECIAL CONDITIONS**

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

- a. Proposer's Qualification Statements for Proposed Work
- b. Conditions of the Contract (General and Special)
- c. Inspection and Testing of Materials
- d. Insurance Requirements

**16. LAWS AND REGULATIONS**

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

**17. METHOD OF AWARD – LOWEST QUALIFIED PROPOSER**

The contract will be awarded to the responsible proposer submitting the lowest proposal complying with the conditions of the Advertisement for Proposals, provided it is in the interest of the Owner to accept it. For the purpose of preliminary consideration, the "Apparent Low Proposer" will be determined by Base Proposal plus accepted alternates and unit prices, however, award of contract may include full consideration of completion time, unit prices and Owner proposal alternates. The proposer to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Owner.

The Owner also reserves the right to reject the proposal of any proposer who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his



obligations to subcontractors, material men, or employees.

In determining the lowest responsible proposer the following elements, in addition to those above mentioned, will be considered; whether the Proposer involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incidental to the work; (4) has appropriate technical experience.

**18. OBLIGATION OF PROPOSER**

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

**19. PROPOSING DOCUMENTS**

An electronic copy of Drawings, Project Manual(s) and other proposing documents for the CSP Packages may be obtained by Contractors by contacting the Construction Manager, Gallagher Construction Services.

Partial sets of Drawings and Project Manuals will not be available. Proposers requiring hard copy set(s) of Drawings and Project Manuals may obtain them from the Construction Manager for the non-refundable cost of reproduction.

All plans and specifications either produced by the Architect, or reproduced for the proposers at their expense shall remain the property of the Architect and shall be returned to the Construction Manager upon request and in good condition.

**20. FORM TO BE USED**

The Agreement for this work will be written on AIA Document A132-2009 Standard Form of Agreement Between Owner and Contractor Construction Manager as Adviser Edition. A sample form is bound in the Project Manual.

If it becomes apparent, after execution of the Agreement, that one or more of the following events occurred during preparation of the Agreement such as to misstate or inaccurately reflect the true and correct terms and provisions of the Agreement, the Contractor shall, upon request by the Owner, execute such new documents or initial such corrected original documents as Owner may deem necessary to correct the mistake or error.

- a. unilateral mistake on the part of the Owner; or
- b. mutual mistake on the part of the Owner and Contractor; or
- c. clerical error.

**21. ETHICS**

All Proposers will be required to fill out and return the required HB 1295 Form if a contract is awarded. This filing will be required within 24 hours of your company being informed of the contract being awarded. All information can be found at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

---END OF SECTION---

GALLAGHER

**CONSTRUCTION PROPOSAL FORM**

**ALL PAGES MUST BE COMPLETED AND INITIALED!**

PROJECT: KAUFMAN COUNTY JUSTICE CENTER AND KAUFMAN COUNTY PET ADOPTION CENTER  
KAUFMAN COUNTY, TX

TO: KAUFMAN COUNTY PURCHASING DEPARTMENT  
KAUFMAN COUNTY COURTHOUSE - ANNEX  
100 N. WASHINGTON STREET  
KAUFMAN, TX 75142

FROM: CONTRACTOR NAME: \_\_\_\_\_  
PHYSICAL ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
AREA CODE / PHONE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

**ORGANIZATION OPERATING AS:**

- Corporation, organized under laws of the State of \_\_\_\_\_
- Partnership
- Individual
- Joint Venture consisting of the firms of: \_\_\_\_\_
- Other (specify): \_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT (the undersigned acknowledges receipt of the following addenda):**

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PROPOSER PROPOSES:**

In response to the Advertisement to submit a PROPOSAL for the execution of the Work described by the Drawings and Specifications entitled **KAUFMAN COUNTY JUSTICE CENTER** AND by the Drawings and Specifications entitled **KAUFMAN COUNTY PET ADOPTION CENTER** and having examined the sites where the work is to be performed and being familiar with local conditions as they might in any way affect the cost and/or execution of the Work and having carefully examined all of the Drawings, Specifications, Request for Proposal Scope of Work and other related documents and Addendum(s) thereto, the undersigned Proposer agrees to provide all labor, materials, equipment and services including transportation and other facilities as may be required for the complete and satisfactory execution of the Work for which this Proposal is submitted for the lump-sum consideration as stated hereinafter.



Contractor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

**Note: All Proposal amounts shall include all applicable bond costs.**

CSP #	DESCRIPTION	PET ADOPTION CENTER	JUSTICE CENTER	TOTAL (MUST EQUAL BOTH PROJECTS, INCLUDING BONDS)
CSP 01-B	Final Building Cleaning	\$		
CSP 03-A	Building Concrete	\$		
CSP 04-A	Masonry	\$		
CSP 05-A	Structural Steel and Erection	\$		
CSP 06-A	Millwork	\$		
CSP 07-A	Roofing and Sheetmetal	\$		
CSP 07-C	Sprayed Fireproofing & Insulation	\$		
CSP 08-A	Frames, Doors & Hardware	\$		
CSP 08-B	Glass & Glazing	\$		
CSP 08-C	Overhead Sectional Doors	\$		
CSP 09-A	Drywall & Acoustical	\$		
CSP 09-C	Tiling	\$		
CSP 09-D	Floor Coverings	\$		
CSP 09-E	Painting & Wallcovering	\$		
CSP 09-I	Terrazzo	\$		
CSP 09-J	Fluid Applied Flooring	\$		
CSP 10-A	Building Specialties	\$		
CSP 10-D	Lockers/Shelving/Wire Partitions	\$		
CSP 10-G	Identification Devices	\$		
CSP 10-I	Aluminum Canopies	\$		
CSP 11-A	Walk-in Freezer	\$		
CSP 11-B	Commercial Laundry Equipment	\$		
CSP 11-G	Residential Appliances	\$		
CSP 11-H	Detention Equipment	\$		
CSP 12-D	Window Treatments	\$		
CSP 13-D	Animal Enclosures & Equipment	\$		
CSP 14-A	Elevators	\$		
CSP 21-A	Fire Sprinkler System	\$		



GALLAGHER

Contractor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

CSP #	DESCRIPTION		JUSTICE CENTER	PET ADOPTION CENTER	TOTAL (MUST EQUAL BOTH PROJECTS, INCLUDING BONDS)
CSP 22-A	Plumbing	\$			
CSP 23-A	HVAC	\$			
CSP 26-A	Electrical	\$			
CSP 27-A	Voice and Data Cabling	\$			
CSP 27-B	Audio/Visual Systems	\$			
CSP 28-A	Fire Alarm Systems	\$			
CSP 28-B	Security Systems	\$			
CSP 31-A	Excavation	\$			
CSP 32-A	Concrete Paving	\$			
CSP 32-B	Landscape and Irrigation	\$			
CSP 32-C	Fencing	\$			
CSP 32-E	Synthetic Turf	\$			
CSP 33-A	Site Utilities	\$			

COMBINATION PROPOSALS			
CSP Package No.	CSP Package No.	CSP Package No.	CSP Package No.
_____	_____	_____	_____
TOTAL COMBINATION PROPOSAL AMOUNT \$ _____			

**ALTERNATES**

**REFER TO SPECIFICATION SECTION 01 23 00 FOR COMPLETE DESCRIPTION**

ALTERNATE #1 (JUSTICE CENTER) ELEVATOR MAINTENANCE AGREEMENT	
CSP PACKAGE # _____	ADD \$ _____

ALTERNATE #2 (JUSTICE CENTER) ALTERNATE WOOD SCREEN MATERIAL AT LOBBY FEATURE WALL	
CSP PACKAGE # _____	ADD \$ _____



Contractor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

<b>SUPPLEMENTAL PRICING REQUESTED</b>			
Unit Pricing: This proposal contractor shall furnish a per day price for cranes. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 05-A	ADD	\$	Per Day
Unit Pricing: This proposal contractor shall furnish a per hour price for crane downtime. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 05-A	ADD	\$	Per Hour
Unit Pricing: This proposal contractor shall furnish a per hour price for erectors. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 05-A	ADD	\$	Per Hour
Unit Pricing: This proposal contractor shall furnish a per bag price to install latex floor leveling compound. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 09-C/CSP 09-D/CSP 09-I	ADD	\$	Per 50 lb. Bag
Unit Pricing: This proposal contractor shall furnish a per bag price to install feather finish floor leveling compound. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 09-C/CSP 09-D/CSP 09-I	ADD	\$	Per 10 lb. Bag
Unit Pricing: This proposal contractor shall furnish a per square foot price for sod installation. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 32-B	ADD	\$	Per Square Foot
Unit Pricing: This proposal contractor shall furnish a per cubic yard price for hydromulch installation. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 32-B	ADD	\$	Per Cubic Yard
Unit Pricing: This proposal contractor shall furnish a per cubic yard price for topsoil installed. <i>(price includes all labor, materials, equipment, overhead, profit, taxes, insurance, bonds, etc.)</i>			
CSP 32-B	ADD	\$	Per Cubic Yard

<b>PIER PRICING</b>									
UNIT PRICES FOR PIERS: Unit prices include all materials, equipment, labor, insurance, overhead, profit, warranties, etc. to perform the required work according to the Project Documents (Lineal foot adjustments by Geotechnical Engineer: Adjustments determined on total estimated quantity and not per individual pier. Deduct amount shall not be less than 60% of Add amount).									
<b>ADD</b>			<b>DEDUCT</b>				<b>DELETE CASING</b>		
<b>STRAIGHT SHAFT PIERS</b>									
24"	\$	/LF	24"	\$	/LF	24"	\$	/LF	
36"	\$	/LF	36"	\$	/LF	36"	\$	/LF	
42"	\$	/LF	42"	\$	/LF	42"	\$	/LF	
48"	\$	/LF	48"	\$	/LF	48"	\$	/LF	
<b>BELLED PIERS</b>									
18"	\$	/LF	18"	\$	/LF				



Contractor Name: \_\_\_\_\_

Initials: \_\_\_\_\_

LABOR UNIT PRICING				
Each Proposal Contractor shall submit hourly rates for field labor for this project: <i>(unit price includes all labor, overhead, profit, taxes, insurance, bonds, etc.)</i>				
		REGULAR	OVERTIME	
CSP _____	GENERAL LABOR	\$	\$	Per Hour
CSP _____	APPRENTICE/HELPER	\$	\$	Per Hour
CSP _____	JOURNEYMAN/MECHANIC	\$	\$	Per Hour
CSP _____	SUPERVISOR/FOREMAN	\$	\$	Per Hour

**GENERAL:**

No modifications, additions or deletions shall be made to this Construction Proposal Form. In submitting this Proposal Proposer represents that all materials, equipment, and services associated with the Work as well as the terms and conditions of the proposed contract shall be in strict conformance with the Project Documents on which this Proposal is based.

The Proposer agrees that a complete set of Contract Documents (specifications, plans, addendums, etc.) have been reviewed before submitting this Proposal.

The Proposer agrees that if a POST PROPOSAL CONFERENCE INTERVIEW is extended to the Proposer it will, in a diligent manner, forward a recent AIA Document A305 Contractor’s Qualification Statement and a Sample Certificate of Insurance to the Owner’s Representative prior to the Scheduled meeting Time.

The Proposer agrees that if notice of award is extended to the Proposer it will, in a diligent manner, execute the Contract Form as identified within the project manual without modification and deliver the required:

- Contract,
- Surety Bonds that are in compliance with Chapter 2253 of the Texas Government Code, and
- Insurance Certificates that are in compliance with the Owner’s stated requirements.

within five (5) days following presentation of the Contract.

The Proposer agrees that this Proposal shall not be withdrawn for a period of sixty (60) days after it has been opened without the express permission of the Owner.

The Proposer understands that the Owner reserves the right to reject any or all Proposals, to waive informalities in connection therewith, and to award the Contract for any of the Work or the project as a whole.

In submitting this Proposal the Proposer represents that no person, persons or company other than the firm listed below or otherwise indicated hereinafter has any interest whatsoever in this Proposal or the Contract that may be entered into as a result thereof.

The Proposer further represents that the proposing entity has complied with all City, County, State and Federal regulations for conducting the business operations for which it has Proposal and will be in full legal compliance therewith if awarded the Contract.

The undersigned agrees to complete all the Work within time limits after the date of the Notice to Proceed according to the substantial completion time set forth and that if the Work is not complete within the time limit set forth the Owner may assess liquidated damages pursuant to each individual Request for Proposal.



The undersigned declares that the person(s) signing this Proposal is fully authorized to sign on behalf of the named firm and to fully bind the firm to all conditions and provisions thereof.

DATE SUBMITTED: \_\_\_\_\_, 2021

FIRM: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

PRINT SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME/TITLE OF PERSON AUTHORIZED TO EXECUTE CONTRACT: \_\_\_\_\_ / \_\_\_\_\_

AUTHORIZED PERSON E-MAIL ADDRESS: \_\_\_\_\_

**ATTACHMENTS:**

CONFLICT OF INTEREST FORM

W9 FORM



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

---

## SELECTION CRITERIA

**GENERAL:** The District shall use the following criteria for the selection of the proposal that offers the best value to the District:

1. Purchase price – 50 points
2. Ability of Vendor to provide adequate manpower & resources to complete the Project(s) on schedule – 20 points
3. Reputation of the Vendor – 5 points
4. Quality of Vendor's work – 5 points
5. Extent of Vendor's services to meet the needs of the District – 5 points
6. Vendor's past relationship with the District and/or Construction Manager – 3 points
7. Vendor's designation as a historically underutilized business – 1 point
8. Total long term cost to the District – 5 points
9. Other criteria: - 6 points
  - A. Has the Respondent constructed projects of similar size, type and complexity? – 2 points
  - B. Are Respondent's personnel experienced in similar projects? – 1 point
  - C. Does the Respondent stay on schedule? – 1 point
  - D. Does the Respondent work well with the Owner on change orders? – 1 point
  - E. Does the Respondent timely complete warranty work? – 1 point

**NOTES:**

- A. Subcategory Nos. 2 through 10 will be assigned a score from 1 to the maximum points available for that category with the highest available score being the most favorable score. The score for subcategory no. 1 will be determined by assigning the number 50 to the lowest proposal which is equal to or less than the proposed budget and assigning a successive descending number to each successively higher proposal based on the percentage difference between it and the lowest proposal. The scores for each subcategory will then be totaled for each proposal; and the proposal receiving the highest score will be considered to be the proposal which offers the best value for the District.
- B. Information and references submitted by the Vendor will be listed for this evaluation. It is the responsibility of the Vendor to assure all criteria is responded to fully and in depth. The first three references contacted for each category will be the only information used in the evaluation of the proposals.
- C. All Proposers will be required to fill out and return the required HB 1295 Form if a contract is awarded. This filing will be required within 24 hours of your company being informed of the contract being awarded. All information can be found at the following website:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**END OF SECTION**



# AIA<sup>®</sup> Document A132<sup>™</sup> – 2009

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the    day of    in the year Two Thousand Twenty - One  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Kaufman County  
100 W Mulberry  
Kaufman, Texas 75142  
and the Contractor:

(Name, legal status, address and other information)

TBD

for the following Project:  
(Name, location and detailed description)

Kaufman County Justice Center and Kaufman County Pet Adoption Center  
The Construction Manager:  
(Name, legal status, address and other information)

Gallagher Construction Company, LP d/b/a Gallagher Construction Services  
3501 Token Drive, Suite 100  
Richardson, Texas 75082

The Architect:  
(Name, legal status, address and other information)

HOK Architects (Justice Center)  
717 N. Harwood, Suite 3300  
Dallas, TX 75201  
Quorum Architects, Inc. (Animal Shelter)  
825 West Vickery Boulevard, Suite 100  
Fort Worth, TX 76104

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement between the Owner and Contractor (hereinafter "the Agreement"), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Labor and Material Bond, the Drawings, Specifications, all Addenda issued prior to execution of the Contract and all Modifications thereto, and any other documents listed in this Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

As specified in the Contract Documents, including but not limited to Section 01 81 00 of the Project Manual, Competitive Sealed Proposal, .

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

*(Paragraphs deleted)* The date of commencement shall be fixed in a notice to proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than see below ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of the Work**  
Competitive Sealed Proposal,

**Substantial Completion Date**  
Calendar Days

TIME IS OF THE ESSENCE IN THE COMPLETED OF THE WORK PERTAINING TO THIS CONTRACT. THE OWNER REQUIRES THE PROJECT(S) TO BE COMPLETE AND READY FOR OCCUPANCY AS FOLLOWS:

Kaufman County Justice Center  
Kaufman County Pet Adoption Center

TBD

Therefore, the Contractor shall achieve the following:

- Return executed CONTRACT to the Construction Manager: On or before FIVE (5) calendar days after presentation of the Contract.
- Return BONDS to the Construction Manager: On or before FIVE (5) calendar days after presentation of the Contract.
- Return INSURANCE to the Construction Manager: On or before FIVE (5) calendar days after presentation of the Contract.
- Submittals are due to the Construction Manager: TBD
- Notice to Proceed for the Installation of the Work: To be coordinated.
- On Site Storage of Materials: N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Refer to Article 8.3.5 of the AIA A232-2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below  
(Paragraph deleted)

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Stipulated Sum shall be Dollars and No Cents (\$.00), subject to additions and deletions as provided in the Contract Documents.

Base	\$0.00
Allowance	\$0.00
Total	\$0.00

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

**§ 4.2.3** Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**Labor Unit Pricing:**

Each Bid Package Contractor shall submit hourly rates for field labor for this project: (unit price includes all labor, overhead, profit, taxes, insurance, bonds, etc.)

	Regular	Overtime	
General Labor	\$	\$	per hour
Apprentice/Helper	\$	\$	per hour
Journeyman/Mechanic	\$	\$	per hour
Supervisor/Foreman	\$	\$	per hour

**§ 4.2.4** Allowances included in the Stipulated Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
See Section 4.2.1	

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

REFER TO ARTICLE 9 OF THE GENERAL CONDITIONS, A232-2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

*(Paragraphs deleted)*

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

*(Paragraphs deleted)*

REFER TO ARTICLE 9 OF THE GENERAL CONDITIONS, A232-2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

**ARTICLE 6 DISPUTE RESOLUTION****§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(Paragraphs deleted)*

**§ 6.2 Binding Dispute Resolution**

*(Paragraphs deleted)*

REFER TO ARTICLE 15 OF THE GENERAL CONDITIONS, AIA A232-2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

**ARTICLE 7 TERMINATION OR SUSPENSION****§ 7.1 Where the Contract Sum is a Stipulated Sum**

**§ 7.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

*(Paragraphs deleted)*

**§ 7.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 7.3** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as revised.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rule of interest agreed upon, if any.)*

Any interest due and owing is subject to Texas Government Code 2251.

**§ 8.3 The Owner's representative:**

*(Name, address and other information)*

Gallagher Construction Company, LP d/b/a Gallagher Construction Services  
3501 Token Drive, Suite 100  
Richardson, Texas 75082

**§ 8.4 The Contractor's representative:**

*(Name, address and other information)*

TBD

**§ 8.5 Other provisions:**

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User Notes:

N/A

*(Paragraphs deleted)*

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as revised.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
<i>(Row deleted)</i>			

9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date

*(Table deleted)*  
*(Paragraphs deleted)*

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

.1  
*(Paragraphs deleted)*  
 Other documents, if any, listed below:



*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(Table deleted)*

*(Paragraph deleted)*

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Kaufman County  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

GALLAGHER

**00 61 13.13 – SAMPLE PERFORMANCE BOND**

TEXAS STATUTORY PERFORMANCE BOND

(Public Works)

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the Principal), as principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Owner / Authorized Representative of Firm – SIGN HERE

\_\_\_\_\_  
Surety Representative – SIGN HERE

GALLAGHER

The Resident Agent of the Surety in \_\_\_\_\_ County, Texas, for delivery of notice and service of the process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Surety: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: The Date of the Performance Bond MUST BE the date of the contract. If Resident Agent is not a corporation please give a person's name—*

**00 61 13.16 – SAMPLE PAYMENT BOND**

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_ (hereinafter called the Principal), as principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner / Authorized Representative of Firm – SIGN HERE

\_\_\_\_\_  
Surety Representative – SIGN HERE

GALLAGHER

The Resident Agent of the Surety in \_\_\_\_\_ County, Texas, for delivery of notice and service of the process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Surety: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: The Date of the Payment Bond MUST BE the date of the contract. If Resident Agent is not a corporation please give a person's name*

HOK  
5/26/2020

# AIA<sup>®</sup> Document A232<sup>™</sup> – 2009

## **General Conditions of the Contract for Construction, Construction Manager as Adviser Edition**

**for the following PROJECT:**

*(Name, and location or address)*

Kaufman County Justice Center

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

Gallagher Construction Company, LP  
3501 Token Dr., Suite 100  
Richardson, TX 75082-9711  
972.837.3666 T

**THE OWNER:**

*(Name, legal status and address)*

Kaufman County  
100 W. Mulberry  
Kaufman, TX 75142

**THE ARCHITECT:**

*(Name, legal status and address)*

HOK Architects  
717 N. Harwood, Suite 3300  
Dallas, TX 75201

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Init.

06/17/2020  
HOR

# AIA® Document A232™ – 2009

## **General Conditions of the Contract for Construction, Construction Manager as Adviser Edition**

**for the following PROJECT:**  
*(Name, and location or address)*

Kaufman County Animal Shelter

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status and address)*

Gallagher Construction Company, LP  
3501 Token Dr., Suite 100  
Richardson, TX 75082-9711  
972.837.3666 T

**THE OWNER:**  
*(Name, legal status and address)*

Kaufman County  
100 W. Mulberry  
Kaufman, TX 75142

**THE ARCHITECT:**  
*(Name, legal status and address)*

Quorum Architects, Inc.  
825 West Vickery Blvd, Suite 100  
Fort Worth, TX 76104

**ADDITIONS AND DELETIONS:**

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Init.

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT AND CONSTRUCTION MANAGER**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

fnit.



**INDEX**

(Topics and numbers in bold are section headings.)

**Acceptance of Nonconforming Work**9.6.6, 9.9.3, **12.3**

## Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, 12.1

## Accident Prevention

10

## Acts and Omissions

3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, 13.7

## Addenda

1.1.1, 3.11, 4.2.14

## Additional Costs, Claims for

3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4

## Additional Inspections and Testing

4.2.8, 12.2.1, 13.5

## Additional Insured

11.1.4

## Additional Time, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3

**Administration of the Contract****3.10**, **4.2**

## Advertisement or Invitation to Bid

1.1.1

## Aesthetic Effect

4.2.19

**Allowances****3.8**, 7.3.8

## All-risk Insurance

11.3.1, 11.3.1.1

**Applications for Payment**4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4

## Approvals

2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5

**Arbitration**8.3.1, 11.3.10, 13.1, 15.3.2, **15.4****ARCHITECT****4**

## Architect, Certificates for Payment

9.4

## Architect, Definition of

4.1.1

## Architect, Extent of Authority

5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1

## Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, 15.2

## Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2

## Architect's Administration of the Contract

4.2, 9.4, 9.5, 15.2

## Architect's Approvals

3.12.8

## Architect's Authority to Reject Work

4.2.8, 12.1.2, 12.2.1

## Architect's Copyright

1.5

## Architect's Decisions

4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, 15.2

## Architect's Inspections

3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

## Architect's Instructions

3.2.4, 7.4, 9.4

## Architect's Interpretations

4.2.8, 4.2.17, 4.2.18

## Architect's On-Site Observations

4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5

## Architect's Project Representative

4.2.16

## Architect's Relationship with Contractor

1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, 13.5

## Architect's Relationship with Construction Manager

1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, 13.5.4

## Architect's Relationship with Subcontractors

1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4

## Architect's Representations

9.4, 9.5, 9.10.1

## Architect's Site Visits

4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5

## Asbestos

10.3.1

## Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

## Award of Other Contracts

6.1.1, 6.1.2

**Award of Subcontracts and Other Contracts for Portions of the Work****5.2****Basic Definitions****1.1**

## Bidding Requirements

1.1.1, 5.2.1, 11.4.1

## Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

**Boiler and Machinery Insurance****11.3.2****BONDS, INSURANCE AND****11**

Bonds, Lien

7.3.7.4, 9.10.3

Bonds, Performance and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Building Permit

2.2.2, 3.7.1

**Capitalization****1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**

4.2.2, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.3.2, 9.10.2, 11.1.3

**Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12,

4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, 7.2, 7.3.2, 7.3.4,

7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2,

11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2

Changes

7.1

**CHANGES IN THE WORK**

2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, 7, 8.3.1,

9.3.1.1

Claims, Definition of

**15.1.1****CLAIMS AND DISPUTES**

1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3,

9.10.4, 10.3.3, 15, 15.4

**Claims for Additional Cost**

3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4,

**15.1.4****Claims for Additional Time**

3.2.4, 3.7.5, 7, 8.3.2, 10.4, 15.1.5

Concealed or Unknown Conditions, Claims for

3.7

Claims for Damages

3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2,

9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6

**Cleaning Up****3.15, 6.3**

Commencement of Statutory Limitation Period

13.7

Commencement of the Work, Definition of

8.1.2

Communications, Owner to Architect

2.2.6

Communications, Owner to Construction Manager

2.2.6

Communications, Owner to Contractor

2.2.6

**Communications Facilitating Contract****Administration**

3.9.1, 4.2.6

**COMPLETION, PAYMENTS AND****9****Completion, Substantial**

4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3,

12.2.1, 12.2.2, 13.7

**Concealed or Unknown Conditions**

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1

**Consolidation or Joinder****15.4.4****CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS****1.1.4, 6**

Construction Change Directive, Definition of

7.3.1

**Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3,

7.3, 9.3.1.1

Construction Manager, Building Permits

2.2.2

Construction Manager, Communications through

4.2.6

Construction Manager, Construction Schedule

3.10.1, 3.10.3

**CONSTRUCTION MANAGER****4**

Construction Manager, Definition of

4.1.2

Construction Manager, Documents and Samples at the

Site

3.11

Construction Manager, Extent of Authority

3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2,

7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3,

9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4

Construction Manager, Limitations of Authority and

Responsibility

4.2.5, 4.2.8, 13.4.2

Construction Manager, Submittals

4.2.9

Construction Manager's Additional Services and

Expenses

12.2.1

Construction Manager's Administration of the

Contract

4.2, 9.4, 9.5

Construction Manager's Approval

2.4, 3.10.1, 3.10.2

Init.

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(1884514895)

Construction Manager's Authority to Reject Work  
4.2.8, 12.2.1

Construction Manager's Decisions  
7.3.7, 7.3.9, 9.4.1, 9.5.1

Construction Manager's Inspections  
4.2.8, 9.8.3, 9.9.2

Construction Manager's On-Site Observations  
9.5.1

Construction Manager's Relationship with Architect  
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16,  
4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3,  
9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4,  
13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4

Construction Manager's Relationship with Contractor  
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11,  
3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2,  
3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6,  
4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2,  
7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2,  
9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3,  
10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4

Construction Manager's Relationship with Owner  
2.2.2, 4.2.1, 10.3.2

Construction Manager's Relationship with Other  
Contractors and Owner's Own Forces  
4.2.4

Construction Manager's Relationship with  
Subcontractors  
4.2.8, 5.3, 9.6.3, 9.6.4

Construction Manager's Site Visits  
9.5.1

Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

**Contingent Assignment of Subcontracts**  
5.4, 14.2.2.2

**Continuing Contract Performance**  
15.1.3

**Contract, Definition of**  
1.1.2

**CONTRACT, TERMINATION OR  
SUSPENSION OF THE**  
5.4.1.1, 11.3.9, 14

Contract Administration  
3.1.3, 4.2, 9.4, 9.5

Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**  
1.1.1

Contract Performance During Arbitration  
15.1.3

**Contract Sum**  
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.2,  
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4,  
14.3.2, 15.1.4, 15.2.5

Contract Time

3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10,  
7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1,  
14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of  
8.1.1

**CONTRACTOR**  
3

Contractor, Definition of  
3.1.1

**Contractor's Construction Schedules**  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,  
11.1.1, 11.3.7, 14.1, 14.2.1.1

**Contractor's Liability Insurance**  
11.1

Contractor's Relationship with Other Contractors and  
Owner's Own Forces  
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors  
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2,  
11.3.7, 11.3.8, 14.2.1.2

Contractor's Relationship with the Architect  
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1,  
3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4,  
9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2,  
15.2.1

Contractor's Relationship with the Construction  
Manager

1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3,  
3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2,  
3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1,  
6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1,  
9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1,  
10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3,  
13.5.4

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals

3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2,  
9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction  
Procedures

1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5,  
7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance  
11.1.1.8, 11.2, 11.3.1.5

Coordination and Correlation  
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.2.5, 3.11

Copyrights  
1.5, 3.17

**Correction of Work**  
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

**Correlation and Intent of the Contract Documents**  
**1.2**

Costs  
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14

**Cutting and Patching**  
**3.14, 6.2.5**

Damage to Construction of Owner or Other Contractors  
3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6

Damages for Delay  
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5

Date of Commencement of the Work, Definition of  
8.1.2

Date of Substantial Completion, Definition of  
8.1.3

Day, Definition of  
8.1.4

Decisions of the Architect  
3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions of the Construction Manager  
7.3.7, 7.3.8, 7.3.9, 15.1, 15.2

**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2

Definitions  
1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**  
3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes  
7.3.8, 7.3.9, 9.3, 15.1, 15.2

**DISPUTES, CLAIMS AND**3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, **15**, 15.4**Documents and Samples at the Site****3.11****Drawings, Definition of****1.1.5****Drawings and Specifications, Ownership and Use**1.1.1, **1.5**, 2.2.5, 3.11, 5.3

## Duty to Review Contract Documents and Field

## Conditions

## 3.2

## Effective Date of Insurance

8.2.2, 11.1.2

**Emergencies****10.4**, 14.1.1.2, 15.1.4

## Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6,

10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

## Equipment, Labor, Materials and or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3,

3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,

9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2

## Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,

3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,

9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

## Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2,

10.4, 14.3, 15.1.5, 15.2.5

**Failure of Payment**9.5.1.3, **9.7**, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4

## Faulty Work (See Defective or Nonconforming Work)

**Final Completion and Final Payment**4.2.1, 4.2.15, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1,

11.3.5, 12.3, 15.2.1

## Financial Arrangements, Owner's

## 2.2.1

**GENERAL PROVISIONS****1****Governing Law****13.1**

## Guarantees (See Warranty and Warranties)

**Hazardous Materials**10.2.4, **10.3**

## Identification of Contract Documents

## 1.2.1

## Identification of Subcontractors and Suppliers

## 5.2.1

**Indemnification****3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7**Information and Services Required of the Owner**2.1.2, **2.2**, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1,

9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2,

14.1.1.4, 14.1.3, 15.1.2

**Initial Decision****15.2**

Init.

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(1884514895)

**Initial Decision Maker, Definition of****1.1.8****Initial Decision Maker, Extent of Authority**

14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**3.18.1, 10.2.1, 10.2.2, **10.2.8**, 10.3, 10.3.3, 10.4, 11.1.1**Inspections**

3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5

**Instructions to Bidders****1.1.1****Instructions to the Contractor**

3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2

**Instruments of Service, Definition of****1.1.7**, 1.5, 1.6**Insurance**

6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

**Insurance, Boiler and Machinery****11.3.2****Insurance, Contractor's Liability****11.1****Insurance, Effective Date of**

8.2.2, 11.1.2

**Insurance, Loss of Use****11.3.3****Insurance, Owner's Liability****11.2****Insurance, Property**10.2.5, **11.3****Insurance, Stored Materials**

9.3.2, 11.3.1

**INSURANCE AND BONDS****11****Insurance Companies, Consent to Partial Occupancy**

9.9.1, 11.3.1.5

**Insurance Companies, Settlement with**

11.3.10

**Intent of the Contract Documents****1.2**, 4.2.18, 4.2.19, 7.4**Interest**9.7, **13.6****Interpretation****1.4**, 4.2.8, 4.2.17, 4.2.18**Interpretations, Written**

4.2.17, 4.2.18, 4.2.20

**Joinder and Consolidation of Claims Required**

15.4.4

**Judgment on Final Award**

15.4.2

**Labor and Materials, Equipment**

1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2

**Labor Disputes**

8.3.1

**Laws and Regulations**

3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1

**Liens**

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

**Limitation on Consolidation or Joinder**

15.4.4

**Limitations, Statutes of**

15.4.1

**Limitations of Authority**

3.12.4, 4.1.3, 4.2.16

**Limitations of Liability**

9.6.7, 11.1.1, 12.2

**Limitations of Time**

3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1, 15.2.6.1

**Loss of Use Insurance****11.3.3****Material Suppliers**

1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1

**Materials, Hazardous**10.2.4, **10.3****Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1, 9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2, 9.10.5, 10.2.1, 10.2.4, 10.3

**Means, Methods, Techniques, Sequences and****Procedures of Construction**

3.3.1, 3.12.10, 4.2.5, 4.2.11

**Mechanic's Lien**

2.1.2, 15.2.8

**Mediation**8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1**Minor Changes in the Work**1.1.1, 3.12.8, 4.2.13, 7.1, **7.4****MISCELLANEOUS PROVISIONS****13****Modifications, Definition of**

1.1.1

**Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1

**Mutual Responsibility****6.2****Nonconforming Work, Acceptance of**9.4.3, 9.8.3, **12.3****Nonconforming Work, Rejection and Correction of**

2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1, 11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5

**Notice**

1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5, 3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2, 10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4, 15.1.5.1, 15.2, 15.4.1

Init.

**Notice of Claims**

3.7.2, 10.2.8, 15.1.2, 15.4.1

Notice of Testing and Inspections

13.5.1, 13.5.2

Notices, Permits, Fees and

3.7, 7.3.7, 10.2.2

Observations, On-Site

3.2.1, 9.5.1, 12.1.1

Occupancy

2.2.2, 9.6.6, 9.9, 11.3.1.5

On-Site Inspections

4.2.2, 9.10.1, 9.4.4, 9.5.1

Orders, Written

4.2.7, 4.2.18, 4.2.20

Other Contracts and Contractors

1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2

**OWNER****2**

Owner, Definition of

2.1.1

**Owner, Information and Services Required of the**

2.1.2, 2.2, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1, 14.1.3, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1, 8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1

**Owner's Liability Insurance****11.2**

Owner's Relationship with Subcontractors

1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**

2.4, 12.2.4, 14.2.2

**Owner's Right to Clean Up****6.3****Owner's Right to Perform Construction with Own Forces and to Award Other Contracts****6.1****Owner's Right to Stop the Work****2.3**

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

**Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.5, 1.5, 1.6, 3.11, 3.12.10, 3.17, 4.2.14, 4.2.18, 4.2.20

**Partial Occupancy or Use****9.9, 11.3.1.5****Patching, Cutting and****3.14, 6.2.5**

Patents and Copyrights, Royalties

**3.17****Payment, Applications for**

4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.7, 9.10.1, 9.10.3, 9.10.5, 11.1.3

**Payment, Certificates for**

4.2.15, 7.3.9, 9.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 15.1.3

**Payment, Failure of**

9.4.1, 9.5, 9.7, 14.1.1.3

Payment, Final

4.2.1, 9.8.2, 9.10, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1

**Payment Bond, Performance Bond and**

5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4

**Payments, Progress**

9.3.1, 9.4.2, 9.6

**PAYMENTS AND COMPLETION****9, 14**

Payments to Subcontractors

5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 9.10.5, 14.2.1.2

PCB

10.3.1

**Performance Bond and Payment Bond**

5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, 11.4

**Permits, Fees, Notices and Compliance with Laws**

2.2.2, 3.7, 7.3.7.4, 10.2.2

**PERSONS AND PROPERTY, PROTECTION OF****10**

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

**Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.9, 4.2.10, 4.2.14

**Progress and Completion**

8.2, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6

**Progress Payments**

9.3.1, 9.4.2, 9.6

**Project, Definition of****1.1.4**

Project Representatives

4.2.16

**Property Insurance**

10.2.5, 11.3

Project Schedule

3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4

**PROTECTION OF PERSONS AND PROPERTY****10**

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1, 15.2.8, 15.4

Rejection of Work

3.5, 4.2.8, 12.2.1

Releases of and Waivers and of Liens

9.10.2

Init.

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(1884514895)

- Representations**  
1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1
- Representatives**  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
- Requests for Information**  
4.2.20
- Resolution of Claims and Disputes**  
15
- Responsibility for Those Performing the Work**  
3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10
- Retainage**  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
- Review of Contract Documents and Field Conditions by Contractor**  
1.2.2, 3.2, 3.7.3, 3.12.7
- Review of Contractor's Submittals by Owner, Construction Manager and Architect**  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2
- Review of Shop Drawings, Product Data and Samples by Contractor**  
3.12.5
- Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
- Royalties, Patents and Copyrights**  
3.17
- Rules and Notices for Arbitration**  
15.4
- Safety of Persons and Property**  
10.2, 10.3, 10.4
- Safety Precautions and Programs**  
3.3.1, 3.12, 4.2.5, 5.3, 10.1, 10.2, 10.3, 10.4
- Samples, Definition of**  
3.12.3
- Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.9, 4.2.10
- Samples at the Site, Documents and**  
3.11
- Schedule of Values**  
9.2, 9.3.1
- Schedules, Construction**  
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
- Separate Contracts and Contractors**  
1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2
- Shop Drawings, Definition of**  
3.12.1
- Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.9, 4.2.10, 4.2.14
- Site, Use of**  
3.13, 6.1.1, 6.2.1
- Site Inspections**  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5
- Site Visits, Architect's**  
3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5
- Special Inspections and Testing**  
4.2.8, 12.2.1, 13.5
- Specifications, Definition of**  
1.1.6
- Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
- Staffing Plan**  
4.2.3
- Statute of Limitations**  
12.2.5, 13.7, 15.4.1.1
- Stopping the Work**  
2.3, 9.7, 10.3, 14.1
- Stored Materials**  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
- Subcontractor, Definition of**  
5.1.1
- SUBCONTRACTORS**  
5
- Subcontractors, Work by**  
1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
- Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2
- Submittals**  
3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
- Submittal Schedule**  
3.10.2, 3.12.5, 4.2.9, 4.2.10
- Subrogation, Waivers of**  
6.1.1, 11.3.7
- Substantial Completion**  
8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
- Substantial Completion, Definition of**  
9.8.1
- Substitution of Subcontractors**  
5.2.3, 5.2.4
- Substitution of Architect**  
4.1.4
- Substitution of Construction Manager**  
4.1.4
- Substitutions of Materials**  
3.4.2, 3.5, 7.3.8
- Sub-subcontractor, Definition of**  
5.1.2
- Subsurface Conditions**  
3.7.4
- Successors and Assigns**  
13.2
- Superintendent**  
3.9, 10.2.6
- Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3

Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of  
9.10.2, 9.10.3

Surveys  
1.1.7, 2.2.3

**Suspension by the Owner for Convenience**  
**14.3**

Suspension of the Work  
5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
14.1, 15.1.6

**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.6

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Contractor  
14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**  
**14**

**Tests and Inspections**  
3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.5

**TIME**  
**8**

**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, 8.3, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5

Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15

**Time Limits on Claims**  
3.7.4, 10.2.8, 13.7, 15.1.2

Title to Work  
9.3.2, 9.3.3

**Transmission of Data in Digital Form**  
**1.6**

**UNCOVERING AND CORRECTION OF WORK**  
**12**

**Uncovering of Work**  
**12.1**

Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3

Unit Prices  
7.3.3.2, 7.3.4

Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

**Use of Site**  
**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**  
**9.2**, 9.3.1

Waiver of Claims by the Architect  
13.4.2

Waiver of Claims by the Construction Manager  
13.4.2

Waiver of Claims by the Contractor  
9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages  
14.2.4, 15.1.6

Waiver of Liens  
9.10.2, 9.10.4

**Waivers of Subrogation**  
6.1.1, 11.3.7

**Warranty**  
3.5, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2

Weather Delays  
15.1.5.2

**Work, Definition of**  
**1.1.3**

Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations  
4.2.17, 4.2.18

**Written Notice**  
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 13.5.2, 14, 15.4.1

Written Orders  
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

**§ 1.1.1 The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Labor and Material Bond, the Drawings, Specifications, all Addenda issued prior to execution of the Contract, and all modifications thereto, and any other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

**§ 1.1.3 The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. It also includes all supplies, skills, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

**§ 1.1.5 The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 Initial Decision Maker.** The Initial Decision Maker is the Architect unless otherwise identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.1.9 DESCRIPTION OF THE PARTIES

The following definitions apply to the parties named in the Contract Documents:

1. Owner: Kaufman County  
100 W. Mulberry  
Kaufman, TX 75142

- 2. Architect: Quorum Architects, Inc.  
825 West Vickery Blvd, Suite 100  
Fort Worth, TX 76104
  
- 3. Construction Manager: Gallagher Construction Company, LP  
3501 Token Dr., Suite 100  
Richardson, TX 75082
  
- 4. Contractor:

**§ 1.1.10 ADDENDA**

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Agreement is executed.

**§1.1.11 APPROVED, APPROVED EQUAL, APPROVED EQUIVALENT, OR EQUAL**

The terms Approved and Approved Equal relate to the substitution of materials, equipment or procedure in writing by the Architect prior to receipt of bids.

**§1.1.12 ABBREVIATIONS**

N.I.C.	Not in contract. Indicates work not to be done by this Contractor.
By Others	
By Owner	
Existing	
AIA	American Institute of Architects
ACI	American Concrete Institute
AIEE	American Institute of Steel Construction
AISC	American Iron and Steel Institute
ASA	American Standards Association
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
FS	Federal Specification
NES	National Electrical Code
SPR	Simplified Practice Recommendation
UL	Underwriters Laboratories, Inc.
AISI	American Iron and Steel Institute

**§1.1.13 BIDDING DOCUMENTS**

The terms "Bid" or "Bidding" shall include Competitive Sealed Proposals, when appropriate. Bidding Documents consist of all documents bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Bidding Requirements, Sample Forms, Conditions

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of the Contract, the Specifications, and a list of Drawings, and Schedules, some of which are bound into the Project Manual (Other Drawings and Schedules are bound separately).

#### §1.1.14 MISCELLANEOUS OTHER WORDS

Provide: Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.4 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.5 Should drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by the Architect or Construction Manager in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small-scale drawings. Specifications determine nature and setting, workmanship, and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

§1.2.6 Precedence of the Contract Documents: The most recently issued Document takes precedence over previously issued forms of the same Document. The order of precedence is as follows with the highest authority listed first:

- .1 A Change Order
- .2 The Agreement
- .2 The Addenda
- .3 General Conditions of the Contract, Drawings, and Specifications shall have equal authority. Should these documents disagree among themselves, the Architect and Construction Manager will select the appropriate method for performing the work at no additional increase in the Contract Cost.

§1.2.7 Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect prior to proceeding with the Work. If discrepancies appear, Contractor shall request interpretation from the Architect through the Construction Manager prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

§1.2.8 Optional Materials, Brands and Processes: When more than one is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by Owner from the range available within the options selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified only products of those named manufacturers are acceptable. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment but shall be provided by the manufacturer as required for the proper functioning of the

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equipment. Reasonable minor variations in equipment are expected and will be acceptable; however, indicated and specified performance and material requirements are minimum, and will be required in addition to standard accessories. The Architect reserves the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and, together with the Owner, will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect and the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

*(Paragraphs deleted)*

### §1.6 MISCELLANEOUS DEFINITIONS

#### §1.6.1 ADDENDA, ADDENDUM

Documents issued by the Architect prior to execution of the Owner Contractor Agreement that modify or clarify the Bidding Documents. The addenda become a part of the Contract Documents.

#### §1.6.2 ALTERNATE BID(S)

A separate amount stated on the Bid Form that, if accepted by the Owner, will be added to or deducted from the Base Bid. If accepted, the work that corresponds to the alternate bid will become part of the Agreement between Owner and Contractor. Alternative bids shall remain valid for a period of 60 days after receipt of bids, regardless of whether an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

#### §1.6.3 BASE BID

The Contractor's bid for the Work, not including any Alternatives.

#### §1.6.4 CONTRACT TIME

The period of time established in the Contract Documents for Substantial Completion of the Work. This period of time is not subject to adjustment for weather days, unless such days significantly vary from NOAA records and can be shown to effect the critical path of the Work. Refer to Section 01 81 00 Scope of Work for specific time for completion of work, providing all contract documents, submittals and other required information.

**§1.6.5 DATE OF AGREEMENT**

The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted on the first page of the Agreement Between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of the Work.

**§1.6.6 DATE OF COMMENCEMENT OF THE WORK**

The date of the fully executed Agreement Between Owner and Contractor, or, if agreed to by the Owner in writing, the date a written Notice to Proceed is delivered to the Contractor.

**§1.6.7 DATE OF FINAL COMPLETION**

The end of construction. See paragraph 9.10.

**§1.6.8 DATE OF SUBSTANTIAL COMPLETION**

See paragraph 8.1.3.

**§1.6.9 DAY**

See paragraph 8.1.4.

**§1.6.10 NOTICE TO PROCEED**

A notice that may be given by the Owner through the Construction Manager to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

**§1.6.11 PUNCH LIST**

A comprehensive list prepared by the, Construction Manager, Architect and Owner prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect, Construction Manager or Owner. See paragraph 9.8.2.

**§1.6.12 UNIT PRICES**

A cost for a unit of work as described in the Contract Documents. If accepted, the Owner may add or deduct Unit Price work at the amounts stated on the Bid Form and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors. Unit prices accepted by the Owner shall be valid through the completion of the Contract. The Owner may elect to reject unit prices prior to executing the Contract. If the unit prices are accepted, they will be incorporated into the Contract. The Owner may elect to reject the unit prices bid without precluding the right to request Changes in the work as described in Article 7 of the General and Supplementary Conditions.

**§ 1.6.13 Transmission of Data in Digital Form**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

**ARTICLE 2 OWNER****§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The County Commissioners, by majority vote, is the only representative of the Owner, a county government, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum of not more than \$15,000, or agree to an extension to the contractual completion date. The Court shall designate, as appropriate, an authorized representative or representatives to act on its behalf during the course of construction. Any such change shall be confirmed in writing between the Construction Manager and the Commissioners Court's authorized representatives and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

**§ 2.1.2** It is distinctly understood that by virtue of this Contract, no mechanic, contractor, material men, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land

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upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

## **§ 2.2 Information and Services Required of the Owner**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the preceding sentences and the delivery of a survey of the documents by the Owner, Contractor shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for any damage done to such lines, cables, pipes, and pipelines during its construction work resulting from its negligent conduct.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** The Contractor will be furnished free of charge, 2 copies of the Drawings and Specifications for the execution of the work, unless the Owner and Construction Manager agree that additional copies are appropriate for the proper completion of the Contractor's Work. In that event, Contractor shall be provided with the additional number of copies as determined by Owner and Construction Manager. Contractor can purchase additional sets for the cost of reproduction, postage and handling.

**§ 2.2.6** The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

## **§ 2.3 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

## **§ 2.4 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services

made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **§2.5 OWNER'S RIGHT TO OCCUPY THE PROJECT**

**§2.5.1** The Owner shall have the right to occupy or use, without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents.

**§2.5.2** If such prior use delays completion of the project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.

**§2.5.3** Refer to Article 11 - Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

**§ 3.1.3** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.4** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed all of the Contract Documents. Based on such review and to the best knowledge of Contractor, said Contract Documents are sufficient to enable the Contractor to determine the Contract Sum and sufficient to enable it to perform the Work described in the Contract Documents, and otherwise to fulfill all its obligations hereunder in accordance with the terms of the Contract. The Contractor further acknowledges and declares it has visited and examined the site (but only as to visible surface conditions or conditions ascertainable from the results of any subsurface tests required or provided in connection with this Project, or other reports and documents available to the Contractor) and reasonably examined the physical, legal and other conditions affecting the Work including, without limitation, all soil, subsurface, water, survey and engineering reports and studies delivered to or obtained by Contractor and the conditions described in this Section 3.2.1. In connection therewith, Contractor, by execution of the Contract will be representing and warranting to Owner that it has, by careful examination, satisfied itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic and weather conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. In arriving at the Contract Sum, the Contractor has, as an experienced and prudent manager and contractor, exercised its reasonable judgment and expertise to include the impact of such circumstances upon the Contract Sum.

- .1 Claims for additional compensation or time because of the failure of the Contractor to familiarize itself with visible surface conditions at the site or other conditions under which the Work is to be performed will not be allowed.
- .2 The Owner assumes no responsibility or liability for the physical condition or safety of the Project Site or any improvements located on the Project Site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in the Contract Sum, Guaranteed Maximum Price, if applicable, or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 3.2.
- .3 The Contractor represents that the Subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations. All contracts with subcontractors and suppliers shall be in writing, and shall reflect the terms of this Contract which directly or indirectly affect subcontractors or suppliers, including Owner's right to withhold payment, retainage requirements, and Owner's rights and liability on termination of this Contract. The Contractor shall require compliance with the terms and provisions of the Contract Documents applicable to them, including, without limitation, the requirement for subcontractors to comply with the prevailing wage rates established in the Contract, to maintain worker's compensation coverage on employees, and to provide certification of such coverage to Contractor.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§3.2.2.1.** If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his warranty, he shall promptly notify the Architect through the Construction Manager in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate modification.

**§3.2.2.2** The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Owner.

**§3.2.2.3** The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

**§3.2.2.4** The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect or Construction Manager for the Architect's evaluation and response to the Contractor's Requests for Interpretation of the Contract Documents, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the

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Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall notify the Construction Manager and the Owner prior to incurring such additional cost or expending such additional time, or if Contractor cannot reasonably provide notice prior to incurring costs or expending additional time, then as soon thereafter as reasonably possible, and may make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless (1) such errors, inconsistencies, omissions, differences, or nonconformities are the fault of Contractor, in whole or in part, (2) the Contractor failed to discover such errors, inconsistencies, omissions, differences, or nonconformities due to his failure to properly perform the obligations of Section 3.2.2 or 3.2.3, or (3) the Contractor recognized such errors, inconsistencies, omissions, differences, or nonconformities and failed to report them to the Architect and the Owner.

**§3.2.5** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

**§ 3.2.6** Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor or that was caused by the Contractor's negligent conduct.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303, and Texas Health and Safety Code, Subchapter C, Section 756.021, et. seq.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol free, drug free, tobacco free and weapon free policies and zones, which will require compliance with those policies and zones by Contractor's employees, Subcontractors, and all other persons carrying out the Contract. Contractor shall also require adequate and appropriate dress of Contractor's employees, Subcontractors, and all other persons carrying out the Contract.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

**§3.3.4** The Contractor shall be responsible for the correct laying out of the Work according to the Contract Documents and written modifications of the Architect and Construction Manager including all necessary leveling and checking. The Contractor shall check the established grades and benchmarks, and shall lay out all partition lines and other significant reference lines or points which will enable Contractor to accurately place Contractor's boxes, openings, sleeves, conduits, pipe duct, controls, hangers, inserts and other devices. Subcontractors shall be responsible for

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laying out Subcontractor's Work from these reference points. Datum reference and control lines for the project will be established by a professional civil engineer engaged by the Owner and coordinated by the Construction Manager. From this reference each Contractor shall be responsible for the Contractor's own layout and dimensions. Any problems occurring between the separate Contractors shall be directed to the Construction Manager. If required, the Architect shall be consulted by the Construction Manager for a decision. Disputes shall be resolved as they occur by the Construction Manager and Architect as applicable.

**§ 3.3.5** It is understood and agreed that the relationship of the Contractor to the Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between the Owner and the Contractor. Any direction or instruction by the Owner, Construction Manager, or Architect in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect the Contractor's independent contractor status as described herein.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor, as a requirement of the Contract Documents, may be required to provide installation of materials, systems and equipment furnished F.O.B. by other Contractors on the Project. The Contractor shall accept delivery, unload, store, protect, provide security, distribute and install such materials, systems and equipment and shall document receipt on forms acceptable to the Construction Manager.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. **THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER, THE ARCHITECT AND THE CONSTRUCTION MANAGER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE AND TOBACCO-FREE ZONES, OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR SUBCONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAWS OR REGULATIONS.** Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

**§ 3.4.4** The Contractor will, before any duties are performed on the Owner's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties (2) send or ensure that the person sends to the Texas Department of Public Safety ("Department") information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs, and (3) certify to the Owner that the Contractor or the subcontracting entity that employs the person has received all criminal history record information relating to the person. The criminal history records shall be obtained from the clearinghouse provided by §411.0845 of the Texas Government Code.

**§ 3.4.5** The Contractor shall certify to the Owner and Construction Manager that the contracting entity has obtained written certifications from any subcontracting entity that it has complied with Texas Education Code § 22.08341(c) as it relates to the subcontracting entity's employees.

§ 3.4.6 The Contractor shall assume all expenses associated with the background checks.

§ 3.4.7 The Contractor or a subcontracting entity may not permit an employee to who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties to provide services at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

- (1) a felony offense under Title 5, Texas Penal Code;
- (2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

§ 3.4.8 Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties shall be engaged by the Contractor or by any entities with which the Contractor contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

- (1) Any offense against a child;
- (2) Any sex offense;
- (3) Any crimes against persons involving weapons or violence;
- (4) Any felony offense involving controlled substances; or
- (5) Any offenses involving the sale or distribution of controlled substances.

§ 3.4.9 The Owner may directly obtain the criminal history record information required by this Section 10.12 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, the Construction Manager shall reimburse the Owner for any costs incurred with obtaining the criminal history record.

#### § 3.4.4 PREVAILING WAGES.

§ 3.4.4.1 The Contractor and each subcontractor who performs any portion of the Work must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code. The Contractor shall require all subcontractors to comply with the provisions of this Section 3.4.4 and its subparts.

§ 3.4.4.2 The Contractor and each subcontractor who performs any portion of the Work must pay not less than the prevailing wage rates attached as Exhibit "1" to this A201-2007 General Conditions document, as modified by the Owner, and incorporated herein as if fully set forth. In the event that a prevailing wage scale/schedule is not attached to the Agreement, the wage scale/schedule shall be the most recent scale/schedule adopted or determined by the United States Department of Labor for projects located in Kaufman County, Texas. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

- .1 A Contractor or subcontractor who violates the provisions of these Sections 3.4.4.1 and/or 3.4.4.2 shall pay to the Owner the sum of Sixty Dollars and no/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project.

**§ 3.4.4.3 Records:** The Contractor and each subcontractor shall keep a record showing

- .1 the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the Work; and
- .2 the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by officers and agents of Owner.

Owner may request samples of Contractor's and Subcontractor's payrolls at its discretion. Contractor and Subcontractor shall deliver such samples promptly upon demand.

Payment greater than the prevailing wage is not prohibited.

**§ 3.4.4.4** In the event of a complaint of a breach of the requirements in Sections 3.4.4, 3.4.4.1 or 3.4.4.2 above, or any of the Section subparts of § 3.4.4, the Owner shall have the right to make a determination as provided by law, and to retain any amount due under the Contract pending a final determination of the violation. Owner may conduct, at its discretion, wage-related interviews of any worker at the sites of the work without prior warning to the Contractor or Subcontractor.

### **§ 3.5 Warranty**

**§3.5.1** The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, unless such maintenance is Contractor's responsibility, improper operation, or normal wear and tear and normal usage. If required by the Owner, Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor further warrants to the Owner, Construction Manager and the Architect that the Work will be performed and completed in a good and workmanlike manner and in accordance with the Contract Documents, all applicable building codes and good engineering and construction practices befitting the Work as specified. The Contractor shall perform all work reasonably required, to correct Work with errors, omissions, defects or deviations from what is required by the Contract Documents, at no cost to Owner. The warranties set out in this subparagraph are not exclusive of any other warranties, remedies or guarantees set out in other places in the Contract Documents or implied under applicable law, but are in addition to and not in limitation of any other such warranties, remedies, or guarantees.

### **§3.5.2 ONE-YEAR CORRECTION PERIOD**

**§3.5.2.1** Except where otherwise stipulated in the Contract Documents and in addition to but without limiting any other warranties or requirements that might be contained § 3.5.1 above or in other parts of the Contract Documents, including but not limited to Section 12.2.2 and its subparts, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under the Contract for a period of one (1) year after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time. This one-year period shall be referred to herein as the "One-Year Correction Period."

**§3.5.2.2** Upon written notice from the Owner or Construction Manager of any defective materials, equipment, or Work, the Contractor shall promptly remedy any such defects. The Contractor shall make written response to the Owner and Construction Manager acknowledging receipt of the Owner's notice of defect and providing the proposed schedule to conduct corrective work within two (2) business days of Contractor's receipt of the Owner's written notice. If Contractor does not respond to Owner's written notice within the time specified herein or within such shorter period as may be required in the Contract Documents or take the appropriate corrective action within the time specified by the Contract Documents, the Owner may take measures to correct the defects and Contractor will be obligated to reimburse the Owner's costs. Any measures taken by Owner to correct defects due to Contractor's failure to timely respond to Owner's written notice shall not operate to void or otherwise alter any warranties issued by, for, or through the Contractor. If notice of defects is given in writing to the Contractor on a timely basis, the obligation to

provide the corrective work may extend beyond the applicable One-Year Correction Period until the defect is remedied and accepted by the Owner. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to Owner.

**§3.5.2.3** The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Guarantee" reflecting the terms and conditions of Section 3.5.2.1 and Section 12.2.2 and its subparts for all Work under the Contract Documents in a form acceptable to the Owner. This "General Guarantee" shall be assignable.

**§3.5.2.4** For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, the Contractor shall start remediating defects within three (3) days of initial notification of any defect from Owner.

**§ 3.5.2.5** The provisions set forth in this Section 3.5 and its subparts shall not, in any way, operate to shorten or abridge any warranty periods or other corrective action periods described in the Contract Documents. Furthermore, the provisions set forth in this Section 3.5 and its subparts shall not, in any way, operate to limit or abridge any warranty or other duty to correct a defect contained in this or any other Contract Document, and shall not, in any way, adversely affect any rights of the Owner, whether said rights arise under the Contract, at law, or in equity.

**§ 3.5.2.6** The One-Year Correction Period shall begin on a date established by the Owner and Architect in accordance with the Contract Documents. Except for work to be completed or corrected after the date of Substantial Completion and prior to final payment, this date shall typically be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties. The One-Year Correction Period for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall begin on the date the work is completed or corrected and accepted by the Owner and Architect or the date of final payment, whichever is later.

**§ 3.5.2.7** In the event an item that is covered by the provisions of this Section 3.5.3 and its subparts fails during the One-Year Correction Period, the Contractor shall extend the original One-Year Correction Period by a length of time equal to the elapsed time which occurs from the notification in writing by the Owner of a defect claim until acknowledgement by the Owner that the claim has been resolved.

**§3.5.3** All required warranties on equipment, machinery, materials, or components shall be submitted to the Owner and Owner on the manufacturer's or supplier's approved forms at the time of Substantial Completion.

**§3.5.4** Approximately eleven (11) months after Substantial Completion on each phase or building, the Contractor shall, if requested by the Owner to do so, accompany the Owner, the Construction Manager and the Architect on a complete re-inspection of the Project. The Contractor shall be responsible for correcting of any additional deficiencies observed or reported.

**§3.5.5** Contractor shall certify, on form(s) provided by the Owner through the Construction Manager, that the project has been constructed in general accordance with the Contract Documents.

**§ 3.5.6** Nothing contained in this Section 3.5 and its subparts shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the One-Year Correction Period relates only to the specific obligation of the Contractor to correct the Work or to replace defective materials or equipment during that time period, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents. The corrective remedies set forth in this Section 3.5 and its subparts are not exclusive and shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any of the provisions of the Contract Documents.

**§ 3.5.5** The warranties and other duties of Contractor to correct a defect in this Section 3.5 and its subparts shall in no way limit or abridge the warranties of the suppliers or manufacturers of equipment or systems which are to comprise a portion of the Work, and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall not engage in any act or conduct, whether by commission or omission, that results in the termination or expiration of such third-party warranties or which otherwise operates to prejudice the rights of Owner under such warranties.

### § 3.6 Taxes

§3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, but **shall not** include in the Contract Sum or any Modification any amount for any taxes from which the Owner is exempt by virtue of its status as a governmental entity and/or as a Texas independent county government.

§3.6.2 The Owner is exempt from the Texas Sales Tax on any purchase of tangible personal property and will issue Certificates of Exemption from the Texas Sales Tax on materials furnished by Contractors on County Government projects. Failure of the Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor responsible for absorbing the tax.

§3.6.3 The Owner shall provide a tax exemption certificate to the Construction Manager and Contractor.

### § 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall obtain all permits and approvals, and pay all fees and expenses, including engineering costs, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for

adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§3.8.4** The Contractor shall be authorized to expend allowance funds only as directed by the Construction Manager and Owner.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. . The Superintendent shall be available on job site during working hours throughout the progress of the Contractor's Work until completion. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Construction Manager and the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner, Construction Manager, or Architect objects to any nominated superintendent.

*(Paragraphs deleted)*

**§ 3.9.2** The superintendent and all on-site supervisory staff shall be satisfactory to the Owner, Construction Manager and Architect in all respects, and Owner, Construction Manager and Architect shall have the right to reasonably require Contractor to remove from the Project any superintendent or on-site supervisor whose performance is not reasonably satisfactory to Owner, Construction Manager and/or Architect, and to replace such superintendent or on-site supervisor with a superintendent or on-site supervisor reasonably satisfactory to Owner, Construction Manager and Architect.

### **§ 3.10 Contractor's Construction Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces. The Contractor shall coordinate the letting of subcontracts, material purchases, shop drawing, product data and sample submissions, delivery of materials and sequence of operations, to conform to the requirements of the Construction Manager's Construction Schedule and shall furnish proof of same as may be required by the Construction Manager. The Contractor shall bring any possible means of shortening the schedule, at no additional costs, to the attention of the Construction Manager. The comprehensive progress schedule for the Project will be a Critical Path Method (CPM) network. The Contractor's Construction Schedule shall indicate the dates for the starting and completion of the various stages, including the placing of material orders, delivery of materials and equipment, submission of shop drawings, product data and samples, processing of shop drawings, product data and samples, and all Work activities, and, shall provide estimates of labor hours, crew

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sizes, and proposed number of crews to accomplish the Work. The Contractor's Construction Schedule shall be used as the Construction Manager determines in preparation of the Construction Manager's Construction Schedule for the entire project. The sequencing and duration of Contractor activities indicated on the Construction Manager's Construction Schedule may be adjusted by the Construction Manager after a joint review and by mutual agreement.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's, Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

**§ 3.10.4** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule. The Contractor shall attend coordination and progress meetings scheduled and conducted by the Construction Manager to discuss progress, scheduling, coordination requirements, and problems. When required, the Contractor shall furnish information in regard to the Contractor's proposed effort to overcome any incurred delay. This information shall be in a form acceptable to the Construction Manager.

**§3.10.5** The Contractor shall provide the Owner with such schedules as may be required.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to



cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect. The Contractor shall be responsible for insuring that only 'approved' shop drawings, product data and samples, bearing the stamp of the Architect, are allowed on the Project.

**§ 3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data and Samples or similar submittals unless the Contractor has specifically informed the Architect through the Construction Manager in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data and Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. A registered architect must prepare plans and specifications for all the work governed by Chapter 1051 of the Texas Occupations Code, and a registered engineer must prepare plans, specifications, and estimates for all work governed by Chapter 1001 of the Texas Occupations Code. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 Use of Site**

**§ 3.13.1** The Contractor shall confine operations at the site to areas designated by Construction Manager, permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not use any of the Owner's existing facilities, such as, toilets, cafeteria, parking areas, power hookup, etc., except with the Construction Manager's written approval. The Contractor shall not, at any time, block or restrict access to the site.

**§ 3.13.2** The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site and shall comply with the Construction Manager's Site Utilization Plan.

**§3.13.3** The roads, sidings and other transportation facilities at the site, where work under the Contract is being performed, are for the general use and convenience of the Owner. If Contractors are permitted to use them, Contractor must conform to the regulations of the local authorities. If the work of a Contractor requires that such facilities be temporarily discontinued, after obtaining Construction Manager's approval, the work must be performed expeditiously. Contractor shall provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersections, and along detours, directing traffic around closed portions of roadways. Contractor shall, at Contractor's own expense, wherever necessary or required, provide and maintain fences, temporary roadways, temporary cross signs, watchmen, warning lights and take such other precautions as may be necessary to protect life and property. Contractor shall be responsible for all damages occasioned in any way by Contractor's act or neglect. All barricades and obstructions shall be illuminated at night, and all lights shall be kept on from one half hour before sunset until one-half hour after sunrise.

**§3.13.4** On-site storage space for Contractor's field office trailer, sheds, materials, tools, equipment, and supplies must be coordinated with and approved by the Construction Manager in advance. Contractor's materials, equipment, tools and supplies shall be moved at no cost if their location obstructs or impedes the work of others.

**§3.13.5** The Owner will provide site survey, selected baselines and benchmarks. The Contractor shall not disturb existing monuments and markers at the site. Should monuments, markers, or both be disturbed by the Contractor, Contractor shall bear the cost of a licensed surveyor engaged by the Construction Manager for the purpose of relocating such monuments or markers. Contractor shall lay out Contractor's work and shall be responsible for the accuracy of all lines, elevations and measurements, grading, utilities, and other work executed under the Contract. Contractor must exercise proper precaution to verify figures shown on Drawings before laying out work. Contractor will be held responsible for any error resulting from Contractor's failure to exercise such precaution.

#### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Contractor shall provide protection of existing Work as required.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

**§3.14.3** The Contractor shall not disturb any existing structure, piping, apparatus or other work unless expressly required by the Contract. Where cutting, drilling or removals are required in existing walls, floors or roof construction, the Work shall be done in a manner that will safeguard and not endanger the structure, and shall in all cases be as approved by the Construction Manager and Architect. Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination, and shall avoid interference with such members. The Contractor shall not cut, weld to or otherwise alter any structural member without the written consent of the Architect obtained through the Construction Manager.

#### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. All work shall be performed pursuant to the original bid documents and requirements.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

#### **§ 3.16 Access to Work**

The Contractor shall provide the Owner, Construction Manager and Architect, or their designated agents, access to the Work in preparation and progress wherever located.

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### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

### § 3.18 Indemnification

**§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND CONSTRUCTION MANAGER, THEIR OFFICERS, THEIR AGENTS AND THEIR EMPLOYEES (COLLECTIVELY, "PARTIES INDEMNIFIED") FROM AND AGAINST ALL CLAIMS AND SUITS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES (INCLUDING LOSS OF USE RESULTING THEREFROM), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THE CONTRACT, PROVIDED THAT ANY SUCH CLAIM OR SUIT FOR DAMAGES, INJURY TO PERSONS, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED, IN WHOLE OR IN PART, BY (1) ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (2) THE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (3) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, OR (4) THE BREACH OF CONTRACT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNDER THIS SECTION 3.18.1 SHALL BE IN EFFECT REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM OR SUIT FOR DAMAGES, INJURY TO PERSONS, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE NEGLIGENCE OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER, EXCEPT THAT THE CONTRACTOR'S OBLIGATION SHALL BE LIMITED TO THE COMPARATIVE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER AS DETERMINED BY THE TRIER OF FACT. THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD HARMLESS A PARTY OR PARTIES INDEMNIFIED HEREUNDER AGAINST ANY CLAIM CAUSED SOLELY BY (1) THE NEGLIGENCE OR FAULT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, (2) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OR (3) THE BREACH OF CONTRACT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OTHER THAN THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. THE INDEMNITY OBLIGATION SET FORTH HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.**

*(Paragraph deleted)*

**§ 3.18.2 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND CONSTRUCTION MANAGER, THEIR OFFICERS, THEIR AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES INDEMNIFIED") FROM AND AGAINST ALL CLAIMS AND SUITS FOR BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, THE CONTRACTOR'S AGENT, OR THE CONTRACTOR'S SUBCONTRACTOR OF ANY TIER, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR SUITS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENT ACTS OR OMISSIONS OF THE**

**OWNER, ITS OFFICERS OR ITS EMPLOYEES. THE INDEMNITY REQUIRED BY THIS PARAGRAPH 3.18.2 IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER PARAGRAPH 3.18.1.**

**§ 3.18.3** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER AND CONSTRUCTION MANAGER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN PART BY THE NEGLIGENCE OF OWNER, CONSTRUCTION MANAGER OR THEIR AGENTS, OFFICERS, OR EMPLOYEES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER PARAGRAPH 3.18.1.**

**§3.18.5** The obligations of the Contractor under paragraph 3.18.1 shall not extend to the liability of the Architect, the Architect's consultants, a registered engineer, and agents and employees of any of them for damage that is caused by or results from (1) defects in plans, designs, or specifications prepared, approved, or used by the Architect or engineer or negligence of the Architect or engineer in the rendition or conduct of professional duties called for, or arising out of the Construction Documents; and (2) arises from personal injury or death, property injury, or any other expense that arises from personal injury, death, or property injury

**§ 3.18.6** To the extent allowed by law, the Contractor agrees to insure the indemnity and hold harmless clauses contained in this Section 3.18, including its subparts, with insurance policies, approved by the Owner, and issued by a carrier authorized to do business in the State of Texas, in the minimum amounts set out in Article 11 and/or Section 11.2 of these General Conditions.

**§ 3.18.7** The provisions of Section 3.18, including all of its subparts, shall survive the termination of the Agreement or the Contract, howsoever caused, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of final completion nor acceptance of occupancy in whole or in part of the Work shall waive or release any of the provisions of Paragraph 3.18 and its subparts.

**§3.19 Pursuant to the requirements of HB 89 and Tex. Govt. Code § 2270.002, Contractor affirms that it does not boycott and will not boycott Israel during the term of this Contract.**

**§3.20 Contractor affirms that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.**

**§ 3.21 ANTITRUST VIOLATIONS**

**§3.21.1** To permit the Owner to recover damages suffered in antitrust violations, the Owner/Contractor Agreement shall include the following; "Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973)." The Contractor shall include this provision in his agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

**ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

**§ 4.1 General**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 The Owner shall notify the Contractor when the duties, responsibilities or limitations of authority of the Construction Manager or Architect have been modified.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner may employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

#### § 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents or expressly authorized by the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work, however, the Construction Manager shall not be guarantor of the Contractor's performance.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by the Owner at the Owner's sole discretion, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect except where the Owner determines they should be made directly. Communications by and with Subcontractors and material suppliers shall be through the Contractor except where the Owner determines they should be made directly. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

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§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager and the Architect shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor, and the Construction Manager or Architect, as applicable, of defects and deficiencies in the Work. Whenever the Architect and/or Construction Manager considers it necessary or advisable, the Architect and/or Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Architect and/or Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive from the Contractor and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples, and transmit them to the Architect. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect. Upon receipt of approved submittals from the Architect, the Construction Manager will return the submittals to the Contractor.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives for the Architect and Owner's review, approval, and execution.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 The Construction Manager will maintain at the site for the Owner one (1) copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Architect and the Contractor.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction

with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents. In the event the Owner is required to pay the Construction Manager or Architect additional compensation because of Contractor's failure to meet the conditions for Substantial or Final Completion, the Contractor shall be responsible for paying or reimbursing the Owner for said additional costs.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and make recommendations on matters concerning performance under and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limit agreed upon herein. The Architect shall provide a response within five days from receipt of a written request from the Construction Manager, Owner or Contractor.

§ 4.2.18 Interpretations and recommendations of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.19 The Owner's decision on matters related to aesthetic effect shall be final,

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect. The Architect will review and respond in writing to the Construction Manager to requests from Contractors for information about the Contract Documents. The Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 All subcontractors and suppliers shall be obtained in accordance with Chapter 2269 of the Texas Government Code.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made a timely objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

§ 5.2.4 The Contractor is required to visit the site and completely familiarize himself with the existing conditions prior to the bid. No additional increase in the Contract amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Contract Documents

### § 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

§5.5 Contractor shall promptly notify Owner, Construction Manager and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other material man or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

### § 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations



and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

**§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents and under the general coordination of the Construction Manager. Copies of Contract Documents relating to these separate contracts shall be available to the Contractor, upon request, for Contractor's information in carrying out the above provisions. Contractor shall become familiar with the site and shall review the Contract Documents covering Contractor's work and the work of other Contractors and the Owner's forces. Coordination of Contractor's work with the work of others shall be the responsibility of the Contractor. The Contractor shall be held responsible for any damage or misfit resulting from Contractor's neglect to comply with the foregoing. All Contractors on the project shall have equal rights on the premises for the performance of their work, but shall follow the sequence established by the progress schedule and coordination instructions issued by the Construction Manager.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment and acceptance that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. If the Contractor notifies the Construction Manager, in writing, that another Contractor is failing to coordinate his work with the Work of the Contractor as directed, the Construction Manager will promptly investigate. If Construction Manager finds Contractor's claim to be true, Construction Manager will promptly issue such directions to the other Contractor as the situation may require. The Construction Manager shall not, however, be liable for any damages suffered by Contractor by reason of the other Contractor's failure to promptly comply with the directions issued by the Construction Manager or by reason of another Contractor's default in performance; it being understood that the Construction Manager does not guarantee the responsibility or continued efficiency of any Contractor. Costs caused by delays or improperly timed activities or defective construction shall be borne by the party responsible therefore.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14. Claims and other disputes and matters in question between Contractor and Other Contractors shall be subject to the Dispute Resolution provisions of Article 15 provided the Other Contractors have reciprocal obligations. The Contractor shall cooperate with the Owner, Architect and Construction Manager and other Contractors working on this project in order to avoid interference, inconvenience or damage. To aid in avoiding conflicts, the Contractor, without additional charge, shall make all reasonable modifications in the work as may be directed by the Construction Manager and Architect. In the event the Contractor's operations cause any damage, interference, or inconvenience to work being carried out under any other Contract, the Contractor shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the Construction Manager, Architect and to the other Contractors. Should the responsible Contractor fail to comply, the corrective work will be performed by others at the expense of the responsible Contractor.

If the Contractor installs any work prior to proper coordination, or in such manner as to cause interference with the work of others, Contractor shall arrange for removal of, or arrange for necessary modifications to, the work. Any such action is subject to the approval of the Construction Manager and Architect and shall be at no additional cost.

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### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include, but are not necessarily limited to, those listed in Section 7.3.3

§ 7.2.3 The Contractor shall be allowed the following percentages for Project general conditions, overhead and profit for each change authorization to be considered by the Construction Manager and Architect for changes to be incorporated into the Work. Applicable mark-ups shall be in addition to the cost of direct labor expense, cost of materials, services and equipment as may be required for the Work.

1	For Work Performed by the Contractor's Work Forces:	
	<b>Payroll Burden-(Direct Labor Cost) MAXIMUM ALLOWED</b>	<b>46%</b>
	(FICA, Medicare, FUTA, TEC, Worker's Compensation Insurance and General Liability Insurance)	
	<b>General Conditions:</b>	<b>10%</b>
	(Supervision, project management, engineering, estimating, detailing, layout, shop drawings, miscellaneous tool and material expense, field office expense, warranty, and cleanup)	
	<b>Profit or Fee:</b>	<b>5%</b>
.2	For Work Performed by Contractor's Subcontractors:	
	<b>Overhead and Profit:</b>	<b>5%</b>

§ 7.2.4 On change orders involving increases in the amount of the Cost of the Work, overhead and profit will be allowed on the net increase only. No percentages for overhead and profit will be allowed on Tax.

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§ 7.2.5 The entire amount (100%) of any changes involving a decrease in the Cost of the Work or Contract Sum, including overhead and profit, will be credited back to the Owner.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly (within three days) or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for an allowance for overhead and profit consistent with the terms of the Contract Documents. The term "reasonable expenditures" shall not include any of the items set forth below:

1. Salaries or other compensation of the Contractor's and Subcontractor's personnel at the Contractor's and Subcontractor's principal office and branch offices.
2. Expenses of the Contractor's and Subcontractor's principal and branch offices other than the field office on the project.
3. Any part of the Contractor's and Subcontractor's capital expenses, including interest on the Contractor's and Subcontractor's capital employed for the work.
4. Overhead and general expenses of any kind, except as described in this paragraph (7.3.7).
5. Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable including but not limited to the correction of

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defective or nonconforming work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

The cost of any item not specifically and expressly included in the items described in this paragraph (7.3.7). In case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. Unless otherwise established in the Contract, the rental value of the Contractor's own equipment shall not be more than the normal local rental rate for similar equipment;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

*(Paragraphs deleted)*

#### § 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation or litigation, or by other causes which

the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§8.3.1.1** Time extensions for labor disputes shall be limited to the reasonable time required to establish separate entrances to the project in the event of labor disputes. In the event the Construction Manager, Architect, or Owner provide the Contractor with a separate entrance to the site, a time extension for labor disputes shall be limited to a maximum of one day following the establishment of separate entrances. It is the duty and responsibility of the Contractor to ensure that his or her employees enter through separate gates if same are established.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Section 4.7.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**§8.3.4** The Contractor shall have no claim for compensation or damages for delays or hindrances to the Work occasioned by any act or omission of the Owner or their agents, or separate contractors, other provisions of the contract notwithstanding, and further agrees that the Contractor shall be fully compensated for all delays solely by an extension of time.

### **§8.3.5 Liquidated Damages**

The following is a requirement of the Contract and will be incorporated into and made a part of the Agreement Between Owner and Contractor as if it were fully set forth therein:

The work to be performed under this Contract shall be commenced and substantially completed as set out in the Agreement Between Owner and Contractor, or by such dates thereafter as may be established in any written extensions granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence of this Contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all work called for in the contract documents by the specified date, are in their very nature difficult of ascertainment.

It is, therefore, expressly agreed as a part of the consideration inducing the Owner to execute this Contract, that the Owner shall have the right to retain from the amounts otherwise payable to the Contractor under this Agreement or to recover from the Contractor the sum of \$500 per day for each and every calendar day of unexcused delay in achieving Substantial Completion by the agreed-upon or extended date. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages. Owner and Contractor agree and acknowledge that (i) Owner's actual damages for the unexcused delay of Contractor in achieving Substantial Completion would be substantial but extremely difficult to ascertain, and (ii) such sum represents a fair and reasonable estimate of the damages Owner will incur as a result of the delayed achievement of Substantial Completion. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. In any event, the Contractor shall pay Owner the amounts specified per day for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work by the written, agreed-upon deadline.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 9.2 Schedule Of Values**

**§ 9.2.1** Before the first Application for Payment, the Contractor shall submit to the Construction Manager, a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 Applications For Payment

§ 9.3.1 At least fifteen (15) days prior to the submission of an Application for Payment, Contractor shall submit a "pencil copy" to the Construction Manager for initial review and comment. Thereafter and no later than the 4th day of each month, the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay a Subcontractor or material supplier.

§ 9.3.2 Payments will be made on account of materials and equipment 1) incorporated in the Work and 2) suitably stored at the site or 3) suitably stored at some off-site location provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety;
- .2 The location must be a bonded warehouse;
- .3 Surety must agree, in writing, to each request for payment (Consent of Surety); and
- .4 The Contractor, at Owner's option, must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.
- .5 Pictures depicting materials tagged and labeled by project and Owner must be provided; and
- .6 Invoices (must equal or be more than amount billed) must be provided; and
- .7 Bill of lading for materials must be provided; and
- .8 Insurance on stored materials (and warehouse, if appropriate) must be provided

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.4 Contractors shall execute an electronic copy of the application using AIA Document G702 and G703 Application and Certificate for Payment, 1992 Edition. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form

§9.3.5 **RETAINAGE:** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold, as retainage, FIVE PERCENT (5.0%) from the payment otherwise due, unless stated otherwise in the Contract Documents.

### § 9.4 Certificates For Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to

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the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

**§ 9.4.2** Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 9.4.3** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

**§ 9.4.4** The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

**§ 9.4.5** The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

**§ 9.4.7** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§9.4.8** The Architect will affix his signature to the same form described in Paragraph 9.3.4 to signify his certification of payment, provided the application is otherwise satisfactory

#### **§ 9.5 Decisions To Withhold Certification**

**§ 9.5.1** The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the

Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure of the Contractor to submit a written plan indicating the necessary action to regain lost time on the construction schedule for the completion of the Work within the Contract Time.
- .9 persistent refusal to adequately pursue the Work with the necessary supervision, labor, materials, equipment or services required to execute the Work in accordance with the Project schedule and to avoid delays in the Work to be performed by other Contractors and the Owner's forces;
- .10 Contractor's refusal, neglect, or failure to provide certificates of or other evidence of compliance with all the requirements of Article 11 to the Owner and the Construction Manager;
- .11 Contractor or Contractor's subcontractors' acts or inactions resulting in the filing of a lien against the Project;
- .12 Contractor or Contractor's subcontractors' refusal to follow the Project Safety Program issued as a Contract Document;
- .13 failure to maintain record drawings as specified;
- .14 failure to properly submit a response to a RCQ (Request for Change Quotation) within thirty (30) days of receipt thereof; or
- .15 failure to conform to insurance requirements.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** Omitted

**§9.5.4** Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, the Owner may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and/or to cover liquidated damages that Owner believes are or will be owed as a result of the Contractor's failure to timely achieve Substantial Completion.

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

**§ 9.6.2** The Contractor shall promptly pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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**§ 9.6.3** The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

*(Paragraph deleted)*

**§ 9.7 Failure Of Payment**

**§9.7.1** If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately. The provisions of this Section 9.7.1 do not apply when the withholding of a Certificate for Payment or a Project Certificate is permitted under the terms of the Contract Documents. The provisions of this Section 9.7.1 also do not apply when payments are withheld by the Owner as permitted by the Contract Documents.

**§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Construction Manager a comprehensive typewritten list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents and shall be adjusted as the Owner deems necessary to cover liquidated damages that Owner believes are or will be owed as a result of the Contractor's failure to timely achieve Substantial Completion.

**§ 9.8.5.1** After the date of Substantial Completion of the Project as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of ten (10) days, unless extended by mutual agreement or provision of the Contract, within which to complete all work and correct all deficiencies contained in the punch list attached to the Certificate of Substantial Completion.

**§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be

designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Prior to final payment, the Contractor shall submit in electronic format to the Construction Manager the following completed forms:

- .1 Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706 on Contracts less than \$25,000;
- .2 Contractor's Affidavit of Release of Liens, AIA Document G706A on Contracts less than \$25,000;
- .3 Original Consent of Surety to Final Payment on Contracts \$25,000 and above;
- .4 Subcontractor's Guarantee notarized;
- .5 Subcontractor's Lien Releases notarized;
- .6 Each Contractor shall submit a notarized affidavit stating that no asbestos building materials were used;
- .7 Maintenance and instruction manuals. One electronic and one paper set each
- .8 Record drawings if required by Contractor's Scope of Work; and
- .9 Final list of subcontractors (AIA Document G805).

Documents identified as affidavit must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims by Owner.

#### **§ 9.10.4**

*(Paragraphs deleted)*

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

*(Paragraph deleted)*

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

#### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

#### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

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- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- 4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager, or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor or those under its control. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or

not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.4** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

*(Paragraphs deleted)*

#### **§10.4 Asbestos or Asbestos Containing Materials**

##### **§10.4.1 Certification of Asbestos Free Project:**

**§10.4.1.1** Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed and notarized an officer of the construction company.

**§10.4.1.2** Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

**§10.4.1.3** Final Payment shall not be made until this letter of certification has been received.

#### **§10.5 Lead Free Materials in Potable Water System**

**§10.5.1** Prior to payment of retainage and final payment, the Contractor involved with the potable water system shall furnish a notarized statement certifying that the potable water system is "lead free".

#### **§ 10.6 Emergencies**

**§ 10.6.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§11.0 GENERAL**

**§11.0.1** The Owner will be furnished an acceptable certificate of insurance, a certified copy of all of the Contractor's insurance policies and endorsements, and an insurance checklist, prior to the commencement of any Work.

**§11.0.2** The insurance shall contain a provision that at least thirty (30) days' prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.

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§11.0.3 Insurance shall be underwritten by a company rated not less than "A" and "VII" in Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on AM Best's website,

§11.0.4 There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the Owner, Construction Manager and Architect harmless.

### § 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The insurance required by this Article 11 shall contain no specific limitations on the coverage afforded the Additional Insureds.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required under the Contract documents to be in effect. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 In addition to any other obligations required herein, the Contractor shall cause the commercial general liability coverage required by the Contract Documents to include: (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, the Architect and Construction Manager as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### §11.1.5 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions:

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

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Owner and Construction Manager, if any, prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner and Construction Manager, if any, showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the Owner and Construction Manager, if any:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the Owner and Construction Manager, if any, will have on file certificates of coverage showing coverage for all persons providing services on the project: and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the Owner and Construction Manager, if any, in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on

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a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the Owner and Construction Manager, if any, in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

L. The coverage required recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996."

**§ 11.1.6** The Contractor will ensure that the provisions of § 11.1.5 above are incorporated into and made a part of each and every contract with the subcontractors, sub-subcontractors, and suppliers with whom the Contractor contracts for this Project.

#### **§11.1.7 CONTRACTOR'S LIABILITY INSURANCE**

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Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- 1) Premises operations;
- 2) Independent Contractor's Protective;
- 3) Products and Completed Operations;
- 4) Contractual-Including Specified Provisions for the Contractor's Obligations under Paragraph 3.18;
- 5) Owned, Non-Owned and Hired Vehicles;
- 6) Broad Form Coverage for Property Damage; and
- 7) Personal Injury including liability assumed by contract.

The Contractor's insurance as required to meet the above potential liabilities shall be written on an "Occurrence" basis and not for less than the following specified limits or that which is required by law, whichever is greater:

TYPE OF COVERAGE	Min. Limits of Liability
1. Workers' Compensation Employer's Liability	<b>Statutory</b> \$500,000.00 Each Accident \$500,000.00 Disease Policy Limit \$500,000.00 Disease Each Employee
2. Comprehensive General Liability	<i>Comprehensive, Contractual, Independent Contractors, Personal Injury</i> \$1,000,000.00 Personal & Adv. Injury \$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate Per Project \$ 5,000.00 Med. Expenses (any one person) \$ 50,000.00 Fire Damage \$1,000,000.00 Each Occurrence
3. Automobile Liability	\$1,000,000.00 Combined Single Limit
The Automobile Liability needs to include coverage for loading and unloading hazards.	
4. Umbrella Excess Liability	\$1,000,000.00 Each Occurrence \$1,000,000.00 Aggregate
This coverage shall be combined single limits bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required and to follow form of the primary coverage required.	
5. Independent Contractor's Liability -	Same limit as #2 above.
6. Products and Completed Operations - \$2,000,000.00 completed operations aggregate commencing with issuance of final certificate of payment, and remaining in effect for (1) year.	
7. Property Damage Liability Insurance will provide X, C and U coverage as applicable.	

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8. Contractual Liability - Same limits as #2 above.

### **POLICY ENDORSEMENTS**

Each insurance policy required under sub paragraph 11.1.5 shall include the following conditions by endorsement to the policy:

Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal, endorsement reducing or restricting coverage or any other material change in coverage, a written notice thereof shall be given to OWNER by Certified Mail to: OWNER, c/o Gallagher Construction Company, 3501 Token Dr., Suite 100, Richardson, TX 75082.

The Contractor shall also notify OWNER within 24 hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage it receives from its insurer by Certified Mail to the aforementioned Assistant Superintendent of Administration at the same address.

The term County shall include all Authorities, Courts, Bureaus, Commissions, Divisions, Departments, and offices of OWNER and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of OWNER.

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by OWNER, to any future coverage, or to OWNER's Self-Insured Retention's of whatever nature. The Contractors policy is considered Primary and Non-Contributory with respects to the additional insureds - OWNER, ARCHITECT AND CONSTRUCTION MANAGER.

OWNER, ARCHITECT and CONSTRUCTION MANAGER shall be named as additional insureds on the Commercial General Liability, Business Automobile and Umbrella Policies. With respect to the Commercial General Liability policy, the additional insured endorsement shall apply to both ongoing operations and completed operations, and shall extend for the statute of repose. ISO form CG 2010 11/85 or its equivalent or broader should be attached to the policy.

### **WAIVER OF SUBROGATION**

The Contractor's Workers' Compensation, Commercial General Liability, Umbrella and Business Auto policies shall include a Waiver of Subrogation rights in favor of OWNER, ARCHITECT, AND CONSTRUCTION MANAGER.

### **FORM OF CERTIFICATE**

The form of Certificate shall be Acord Form 25, 09/2009 or 05/2010 editions. Furnish to the Construction Manager and Owner copies of any endorsements that are subsequently issued amending coverage or limits.

Contractor shall not commence work at site under this Contract until he has obtained all required insurance and submitted appropriate policies and/or certifications.

Certificate Holder:           OWNER  
   c/o Gallagher Construction Company  
   3501 Token Dr., Suite 100  
   Richardson, TX 75082

## **§ 11.2 Owner's Liability Insurance**

**§ 11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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### § 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner may, at its sole discretion, purchase and maintain (or cause to be purchased or maintained), in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance may be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is earlier. This insurance may, in the Owner's discretion, include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

The Insurance required by Article 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are used in the performance of the work, but not incorporated in the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.7.

§ 11.3.1.1 Property insurance may, in the Owner's discretion, be on an "all-risk" or equivalent policy form and may include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and may cover reasonable compensation for the Architect's services and expenses required as a result of such insured loss. Coverage for other perils is at the sole discretion of the Owner.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.3.1.3.1 There will be a \$5,000.00 deductible for each loss to be paid on a prorated basis between each Contractor having an interest in the loss, such prorated share to be determined by the Construction Manager.

§ 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Owner may, at the Owner's discretion, purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which, if purchased, shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance, if purchased, shall include

interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ 11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Intentionally Omitted.

**§ 11.3.7 Waiver of Subrogation.** The Contractor waive all rights against (1) the Owner and any of the Owner's subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall cause the policies to provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

#### **§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish a separate performance and a payment bond, each in the full amount of the Contract, said bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Surety companies writing the bonds must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Chapter 2253 of the Texas Government Code, as amended, in all respects. The surety

or sureties shall be listed as an approved surety by the U.S. Treasury Department. The bonds shall be written on forms approved for use by Owner and shall be attached to and made a part of the Contract. The surety or sureties shall provide on request such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, to demonstrate adequate financial capacity for this Project. If the Contract Sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner. Owner reserves the right to approve the surety or sureties proposed by Contractor. If any surety on any bond becomes insolvent or is unable to perform its obligations thereunder, the Contractor shall immediately furnish replacement bonds, or if such bonds cannot be obtained, equivalent security reasonably acceptable to Owner to protect the interests of Owner and persons furnishing labor and materials to the Project.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§11.4.3 The Contractor shall deliver the required Bonds to the Owner through the Construction Manager not later than the fifth (5<sup>th</sup>) day after the date that the Contract is presented to the Contractor and prior to proceeding with any work under this Contract. All Bonds will be reviewed by the Construction Manager for compliance with the Contract Documents prior to the execution of the Contract. In the event that Construction Manager has any questions concerning the sufficiency of the bonds, the Construction Manager shall refer the bonds to Owner or Owner's representative for decision.

§11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§11.4.5 The Bonds shall comply with the terms and provisions of Chapter 2253 of the Texas Government Code, as amended, in all respects. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient or insolvent, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

§ 11.4.6 If, at any time during the contract, the Cost of the Work increases, by 25% or more or as determined by County Designee, above the amount of the bonds originally provided by the Contractor, through change order or otherwise, the Contractor shall, within five (5) days of the increase in the Cost of the Work, provide the Owner with a new Performance Bond and new Payment Bond, each in an amount sufficient to cover the current total amount of the Contract, including the new increased Cost of the Work.

§ 11.4.7 The Contractor's failure to abide by the requirements of this Section 11.4, including its subparts, shall be a material breach of the Contract.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

## § 12.2 Correction of Work

### § 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether observed or discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's sole expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5 and/or its subparts, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under the Contract Documents, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so by repairing or replacing it, as reasonably determined by the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within the time specified herein or, if no deadline to complete the corrective action is specified, a reasonable time after receipt of notice from the Owner or Architect, the Owner may correct it, or if the Contractor fails to make the written response to an Owner's notice within the time specified herein in this § 12.2.2.1 and its subparts or § 3.5.2 and its subparts, the Owner may correct it and all costs for doing so will be assessed against the Contractor, and Owner's actions to correct the nonconforming Work will not constitute a waiver of any warranties or rights the Owner might possess. Any provision in the Contract Documents to the contrary notwithstanding, the Contractor's obligations under this Section 12.2.2 and/or its subparts, are in addition to any other warranty obligations or corrective action obligations provided by the Contract Documents, this Agreement or law, including warranties provided by subcontractors, suppliers and manufacturers. Contractor shall assign all assignable subcontractor, supplier and manufacturer's warranties affecting the Work or any portion to Owner as a condition to final payment. Owner may enforce any warranty obligations or any corrective action obligations separately, concurrently or successively. The deadlines for certain actions required herein of the Contractor are as follows:

- .1 The Contractor shall make written response to the Owner acknowledging receipt of the Owner's notice of defect and providing the proposed schedule to conduct corrective work within twenty-four (24) hours of receipt of the Owner's written notice. Corrective work shall not interfere with the Owner's normal operation and use of the Work, unless expressly approved by the Owner.
- .2 For corrective work which is not a life safety issue, or which will not, by the nature of the defect, cause subsequent damage to the building or other Work, corrective work shall be completed within fourteen (14) days.
- .3 For corrective work which by its nature may cause subsequent damage to the building or other Work, corrective work required to prevent subsequent damage shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) days. The Contractor shall appropriately complete all corrective work relative to subsequent damage caused by a defect.
- .4 For corrective work which affects services to, and ordinary use of the Building, corrective work shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) days.
- .5 The time frames stated above for completion of permanent corrective work shall be equitably adjusted as required for legitimate delays caused by weather delays, material acquisition and other factors beyond the Contractor's direct control.

§ 12.2.2.2 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

*(Paragraph deleted)*

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents. The corrective remedies set forth in this Section 12.2 or in Section 3.5.2 herein are not exclusive and shall not deprive the Owner of any action, right or remedy otherwise available to it for breach of any of the provisions of the Contract Documents.

**§ 12.3 Acceptance of Nonconforming Work**

**§ 12.3.1** If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**§ 13.1 Governing Law & Venue**

**§ 13.1.1** The Agreement, the Contract, and the Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws or choice of law principles, Texas law being the choice of law for the Agreement, the Contract, and all Contract Documents.

**§ 13.1.2 Venue.**

To the maximum extent permitted by applicable law, the parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to the Work, the Project, the Agreement, the Contract, or any of the Contract Documents shall be in the state district courts of Kaufman County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Contract, including but not limited to the Agreement and all other Contract Documents, is performable entirely in Kaufman County, Texas.

**§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**§ 13.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 13.4 Rights and Remedies**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. This may apply to materials proposed for use, materials already delivered to the Project, or materials already incorporated into the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 and other portions of the Contract Documents reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses. Any materials which fail to meet the requirements established by the Contract Documents shall not be used whether or not previously approved by the Architect. If such materials have been delivered to the Project, they shall be removed. If the materials have already been incorporated into the Work, the Construction Manager or the Architect may order the materials removed, or, at the discretion of the Owner, through the Construction Manager and Architect, the materials may be permitted to remain in place providing the Contractor agrees to a proper deduction from the Contract sum.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect. The Contractor shall maintain a file of all test reports. At the completion of the Project, the Contractor shall submit these reports to the Owner in an Appendix to the Operations and Maintenance Manual

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing. Neither the observations of the Architect or the Construction Manager in their Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from Contractor's obligation to perform the Work in accordance with the Contract Documents.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 Interest

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 Intentionally Omitted

### §13.8 Audit Rights

§13.8.1 The Owner shall have the right to examine, copy and/or audit the books and other records in possession of the Contractor relating to this Contract, at any time deemed necessary by the Owner. This right of the Owner is limited to



books and other records relating to work performed by the Contractor on a cost plus fee basis.

### **§13.9 Equal Opportunity**

**§13.9.1** The Contractor shall maintain policies of employment as follows:

**§13.9.1.1** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

**13.9.1.2** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

### **13.10 Certification of Proper Hazardous Waste Disposal**

**13.10.1** Contractor shall submit to the Owner certification that all hazardous waste, trash, debris, etc. has been disposed of in a manner which is in strict compliance with all current requirements of the Environmental Protection Agency (EPA), State, County, City and Local districts and authorities.

### **13.11 Texas Accessibility Standards**

Contractor shall submit to the Owner certification that all work installed by Contractor is in strict compliance with all requirements and regulations of the Texas Accessibility Standards and that Contractor, at the Contractor's sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Contractor's work is not in compliance.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under contract with the Contractor, for any of the following reasons, which are the sole grounds for termination under this Subparagraph 14.1.1:

- .1 Issuance of an order of a court or other public authority having jurisdiction;
- .2 An act of government, such as a declaration of national emergency, making material unavailable;
- .3 Because the Construction Manager or Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.2, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, subject to any right of Owner to withhold funds or suspend payment under the Contract; or
- .4 If repeated suspensions, delays or interruptions by the Owner as described in Section 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365)-day period, whichever is less.

**§ 14.1.2** If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon fourteen (14) days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner, as Contractor's sole compensation and damage, payment for Work actually executed to the date of termination, as well as reasonable overhead and profit on work actually executed. costs incurred by reason of such termination, and damages. In any event, the amount paid to the Contractor under this Section 14.1.2 shall not exceed the amount which would have been recoverable had the termination been for the Owner's convenience.

**§ 14.1.3** If the Work is stopped for a period of sixty 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

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**User Notes:**

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Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.2.

*(Paragraph deleted)*

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials to perform and/or complete the Work in a diligent, efficient, workmanlike, or timely manner;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards laws, ordinances, codes, rules, regulations or lawful orders of a public authority;
- .4 disregards the instructions of the Architect or the Owner (when such instructions are based on the requirements of the Contract Documents);
- .5 fails to perform the Work in accordance with the Contract Documents or makes fraudulent statements;
- .6 makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee for the Contractor or any substantial part of its property, commences any action relating to the Contractor under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the Contractor any such action or the Contractor by any act indicates its consent to or approval of any trustee for the Contractor or any substantial part of its property or suffers any receivership or trustee to continue undischarged;
- .7 repudiates the Contract; or
- .8 otherwise is guilty of a substantial breach of a provision of the Contract Documents or does not fully comply with a material obligation under the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice and an opportunity cure, terminate employment of the Contractor and may:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient, including, but not limited to, making demand on the surety to perform the Work.

**§ 14.2.3** When the Owner terminates the Contract or the Contractor's right to perform the Work under the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the Owner performs or finishes the Work in whole or in part and the costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner to the Owner within thirty (30) days after demand by Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall not be entitled to any of the unpaid balance of the Contract Sum in the event of termination by the Owner for cause except for payment for Work properly executed in accordance with the Contract Documents prior to the effective date of termination. In the event of the termination of the Contract by the Owner for cause, the Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents prior to the effective date of termination as the Contractor's sole and exclusive remedy. The Contractor shall not be entitled to any additional compensation or damages of any kind from or against the Owner. Owner shall not be responsible for the payment of any portion of Contractor's unearned fee, overhead or profit, or any other amounts or damages of any kind

**§ 14.2.5** It is recognized that (i) if any order for relief is entered on behalf of or against the Contractor pursuant to Title 11 of the United States Code, (ii) if any other similar order is entered under any other debtor relief laws, (iii) if the Contractor makes a general assignment for the benefit of its creditors, or (iv) if a receiver is appointed for the benefit of credits, or (v) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate the

Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon the occurrence of any such event, the Owner, in addition to other rights and remedies hereunder, shall be entitled to request the Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days after delivery of the request shall entitle the Owner to terminate the Contract or Contractor's right to perform thereunder and to the accompanying rights set forth above in Sections 14.2.1 through 14.2.5 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to make demand on the surety or proceed with the Work with its own forces by assignment of the subcontractors or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the Contract Sum. If Owner performs the Work in whole or in part, and such costs and damages incurred by Owner, including compensation for Architect's services, attorneys' fees, and expenses made necessary by the Contractor's default or the termination, exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days after demand by Owner. If Owner (rather than the surety) performs the Work the amount to be paid to the Owner for the cost of the Work and the Architect's compensation (but not the other items of expense or damages) shall be certified by the Initial Decision Maker, upon request by Owner. The Contractor's obligation for payment shall survive termination of the Contract and termination of Contractor's right to perform the Work under the Contract.

#### **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and the Contract Time shall be subject to equitable adjustment for increases in the cost and time caused by suspension, delay or interruption under Section 14.3.1. Such adjustment shall be Contractor's sole remedy against the Owner in the event of a suspension under Section 14.3.1. No adjustment shall be made to the extent:

- .1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 That an equitable adjustment is made or denied under another provision of this Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract, or any part of the Work or any subcontract, for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 Cease operations as directed by the Owner in the notice;
- .2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly and actually executed to the date of termination in accordance with the payment terms set out in the Agreement, and reasonable and necessary costs established to the reasonable satisfaction of Owner as being incurred by Contractor for demobilization of Contractor's personnel as a direct result of such early termination, which said compensation and costs being Contractor's sole and exclusive remedy against the Owner for a termination for the Owner's convenience. The Contractor shall not be entitled to any additional compensation or damages of any kind from or against the Owner. Owner shall not be responsible for the payment of any portion of Contractor's unearned fee, overhead or profit, or any other amounts or damages of any kind. Contractor's right to payment and Owner's obligation to pay Contractor are subject to the terms and provisions of the Contract.

#### **§ 14.5 Termination by The Owner for Inadequate Funding**

**§ 14.5.1** If this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Court of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

**ARTICLE 15 CLAIMS AND DISPUTES****§ 15.1 Claims**

**§ 15.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. Notwithstanding any provision to the contrary in any of the Contract Documents, the Owner is not required to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Notice of Claims.** Contractor must notify owner, construction manager, and architect in writing (a) within twenty-one days (or such later period as may be required by law) after occurrence of the event giving rise to a claim or (b) within twenty-one days (or such later period as may be required by law) after the contractor first recognizes, or should have recognized, the condition giving rise to a claim, whichever is later. Within a reasonable period of time, but not later than twenty-one (21) days after submitting a claim, contractor must provide complete and detailed documentation concerning the nature and amount of the claim, to the extent such information is reasonably available, to the owner, construction manager, and architect. Failure to comply with the requirements of this section 15.1.2 constitutes a waiver of contractor's claim.

**§ 15.1.3 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14 or other provisions of the Contract Documents, the Contractor shall proceed diligently with performance of the Contract.

**§ 15.1.4 Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given to the Owner, Construction Manager, and Architect before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

**§ 15.1.5 Claims for Additional Time**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written shall be given to the Owner, Construction Manager, and Architect. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one (1) Claim is necessary.

**§ 15.1.5.2** Claims for increase in the contract time shall set forth in detail the circumstances that form the basis for the claim, the date upon which each cause of delay began to affect the progress of the work, the date upon which each cause of delay ceased to affect the progress of the work and the number of days increase in the contract time claimed as a consequence of each such cause of delay. Additionally, any Claim for additional time based on adverse weather conditions shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Sum by reason of such delays or disruptions. Claims for an extension of time pursuant to this Subparagraph shall be submitted to the Architect, Construction Manager, and Owner not later than the fifteenth day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions.

**§ 15.1.6 Waiver of Claims for Consequential Damages.** The Contractor waives all Claims against the Owner, Architect, and Construction Manager for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14.

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Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## § 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Sections 3.5.2 and/or 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker unless otherwise agreed-upon in writing by the parties following the submission of a Claim. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision/recommendation shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor. If an initial decision/recommendation has not been made within thirty (30) days after the Claim has been referred to the Initial Decision Maker, the Contractor may demand mediation and binding dispute resolution without a decision having been made. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide or make recommendations concerning disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Initial Decision Maker is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest. The Architect shall notify the surety, if any, of the nature and amount of the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the expense of the party making the Claim.

§ 15.2.4 Intentionally Omitted.

§ 15.2.5 The Initial Decision Maker's initial decision/recommendation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. The initial decision shall serve as the Initial Decision Maker's *recommendation* for the resolution of a Claim but shall not be final and binding on the parties. Upon receipt of the initial decision, the Owner will make its final decision concerning the Claim. The Owner may take any action with regard to the Claim and the initial decision as it deems appropriate, including but not limited to rejecting, approving, or modifying the Initial Decision Maker's recommendation. If an affected party disagrees with the Owner's final decision, the party may request non-binding mediation of the Claim and, if the parties fail to resolve their dispute through mediation, proceed to litigation.

§ 15.2.6 Either party may request mediation of the Owner's final decision on a Claim at any time.  
(Paragraph deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Waiver of Lien. It is distinctly understood that by virtue of this Contract, no mechanic, Contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

## § 15.3 Mediation

§ 15.3.1 Any and all of Contractor's claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.1.1 Notwithstanding any provision in the Contract Documents to the Contrary, the Owner may, at any time and with no conditions precedent, assert a Claim, dispute, or other matter in controversy against the Contractor or contend that the Contractor has committed a material breach of this Agreement and request mediation as provided by this

Section 15.3, or, at the Owner's sole discretion, proceed directly to litigation against the Contractor. Claims that the Owner may possess against the Contractor are not required to be submitted to the Initial Decision Maker.

**§ 15.3.2** A request for mediation shall be made in writing and delivered to the other party to the Contract. If the parties have not selected a mutually-acceptable mediator at the time the request for mediation is made, then the requesting party may suggest a mediator. The non-requesting party has 10 days after receipt of the request to respond to the requesting party in writing either accepting the mediator identified by the requesting party, or suggesting a different mediator. If such notice is not timely made, then the mediator suggested by the party requesting mediation will be deemed the selected mediator. If a different mediator has been suggested by the non-requesting party, and the parties are unable to agree on a mediator within 10 days after the notice suggesting a different mediator is given, *then* the parties shall request the Initial Decision Maker to select a mediator, and this selection will be binding on both parties. The request for mediation shall be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of the litigation proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 15.3.3** The parties shall share the mediator's fee equally, unless the parties agree otherwise. The mediation shall be held in the place where the Project is located or the nearest City to the Project, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraphs deleted)*

**§ 15.4 Litigation**

**§ 15.4.1** For any Claim or other dispute of any kind between the parties, the method of "binding dispute resolution" shall be litigation in the exclusive venue described in § 13.1 and its subparts.

**§ 15.4.2** All references to "arbitration" in the General Conditions or in any other Contract Document shall be considered as deleted, rendered null and void, and shall be given no effect.

**00 73 43 WAGE RATE SCHEDULE****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****1. REQUIREMENTS**

- a. Pay not less than minimum wage scale and benefits indicated on "Minimum Wage Schedule" provided below. The Trade Contractor shall attach the schedule to Contract when presented for signature.
- b. Listed wages are minimum rates only.
- c. No claims for additional compensation will be considered by the Owner because of payments of wage rates in excess of applicable rate contained in this Contract.

**2. APPLICABLE STANDARDS**

Vernon's Civil Statutes, Section 2 of Article 5159a which states as follows:

"The Contractor shall forfeit as penalty to the State, County, City and County, City, Town, District or other political subdivision on whose behalf the Contract is made or awarded, ten dollars (\$10.00) for each laborer, workman or mechanic, for each working day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said Contract, by him, or by any subcontractor under him, and the public body awarding the Contract shall cause to be inserted in the Contract a stipulation to this effect".

**3. PAYROLL**

- a. In compliance with Article 515a, Sections 2 and 3, and Article 5159d, Section II of Revised Civil Statute referenced above, the Owner reserves the following rights:
  - (1) To receive weekly payroll records.
  - (2) To have trade contractor provide required earning statements to employees.

**4. MINIMUM WAGE RATES**

- a. Pay prevailing basic wage rate listed below, plus any applicable fringe benefits.
- b. This determination of prevailing wage rates shall not be construed to prohibit payment of more than rates named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than minimum wage rate.
- c. In execution of this Contract, Trade Contractor must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wage.
- d. Minimum wage rate for apprentices shall be in accordance with scale determined by approved apprenticeship program or \$1.00 for each hour less than journeyman's rates, whichever is lower. Approved apprenticeship program is one approved by U.S. Department of Labor, Bureau of Apprenticeship Training, and only apprentices enrolled in approved program may be paid apprenticeship rates.
- e. Base Per Diem Rate shall be based on Hours Worked/Day Times Base Hourly Wage Rate.
- f. Multipliers for overtime rates:
  - (1) Over 40 hours for each week: Base hourly rate times 1.5.
- g. Basic Minimum Wage Rates:

Each Proposer shall make certain that he/she is aware of local labor availability, means of transportation, local laws, codes, wage scales, contractor's licensing, permit requirements, required insurance, including Worker's Compensation Insurance, and other factors that could affect the work. The Board has adopted the Davis-Bacon prevailing wage rates for Kaufman County as updated from time to time by the Secretary of Labor and as found at the following website: <http://www.wdol.gov/Index.aspx>

--- END OF SECTION ---

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**00 80 00 – SAFETY/TRADE CONTRACTOR**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**1. SAFETY PRECAUTIONS:**

Trade Contractor shall take all reasonable safety precautions with respect to the work, and shall comply with the Occupational safety and Health Act of 1970 and all other applicable laws, ordinances, rules and OSHA Standards or any applicable state safety laws for the safety of persons or property. Trade Contractor shall also comply with those safety policies established by Owner's Construction Manager, Gallagher Construction Services ("Gallagher") which are applicable to Trade Contractor.

The job site must be maintained as a drug and alcohol-free work place. Trade Contractor shall enforce said policy among its employees, its subcontractors and their employees for the duration of the contract. If Trade Contractor does not have its own substance abuse policy, it may adopt Gallagher's when and if so ordered. Trade Contractor shall stop or correct any part of the Work, which Gallagher, Owner, or the Architect deems unsafe or otherwise improper. If Trade Contractor neglects to take such corrective measures, Gallagher or Owner may do so at the cost and expense of Trade Contractor and may deduct the cost thereof from any payments due or to become due Trade Contractor, or, at its option, Owner may withhold progress payments until Trade Contractor corrects any safety violations. Failure on the part of Gallagher, Owner or the Architect to stop performance of the Work in violation of legal or safety requirements shall in no way relieve Trade Contractor of its sole responsibility thereof.

**2. CONSTRUCTION MANAGER'S RIGHT TO INSPECT:**

Gallagher has the right, but not the duty, except as required by law, to inspect and direct correction of Trade Contractor's work to comply with safety, health and environmental standards if Gallagher notices, or is advised by other parties, of safety problems with Trade Contractor's work. Trade Contractor acknowledges that Gallagher's right to inspect shall not relieve Trade Contractor of its obligations, nor shall it act to make Owner, Gallagher or the Architect or their representatives liable for failure to inspect or failure to properly inspect Trade Contractor's safety compliance.

**3. INDEMNIFICATION:**

TRADE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, GALLAGHER AND THE ARCHITECT FROM ANY AND ALL LIABILITY AND DAMAGES, FINES, COSTS, AND FEES INCURRED BY ANY OF THEM ON ACCOUNT OF TRADE CONTRACTOR'S FAILURE TO COMPLY WITH ALL SAFETY STANDARDS, LAWS AND GOVERNMENTAL REGULATIONS APPLICABLE TO THE WORK. (REFER TO SECTION 00 72 00 GENERAL CONDITIONS PARAGRAPH 3.18).

**4. TRADE CONTRACTOR'S SAFETY REPRESENTATIVE:**

Trade Contractor shall assign a job site Safety Representative for its company. Trade Contractor's representative must meet the requirements of "Competent Person" as defined in CFR 29 part 1926.32F. Trade Contractor will provide Gallagher with the name of the job site Safety Representative in writing prior to the commencement of work whose name is listed below. The Trade Contractor's job site Safety Representative will be required to attend all Gallagher safety meetings held while Trade Contractor is performing work on site.

**5. TRADE CONTRACTOR'S SAFETY MEETING AND TRAINING:**

Trade Contractor shall conduct a safety meeting with its employees prior to and throughout construction of the project while Trade Contractor is performing work on site. Trade Contractor shall provide Gallagher copies of minutes of all safety meetings. Trade Contractor shall provide all required safety training to its employees.

**6. WRITTEN HEALTH AND SAFETY PROGRAM:**

Trade Contractor shall maintain and provide Gallagher with a copy of a written health and safety program and a written hazard communication program.



7. **ASBESTOS, POLYCHLORINATED BIPHENYL'S ("PCB"), HAZARDOUS WASTES AND DEBRIS, AND VOLATILE ORGANIC COMPONENTS ("VOC"):**

Trade Contractor recognizes hazards related to asbestos, PCB's, VOC's and hazardous waste materials, and agrees to exercise its best skill and judgment in prevention of such hazards. Trade Contractor agrees not to dispose of any chemical waste or any other HAZARDOUS WASTE, PCB's, or VOC's, including, but not limited, to, paints, solvents, cleaning compounds, degreasers, paint thinners, or any other associated products and their respective containers in any dumpster(s) of Owner or Gallagher.

If Trade Contractor generates hazardous and/or chemical wastes and petroleum products on the project site or staging areas off site, Trade Contractor agrees to be responsible for the management and disposal responsibilities for such substances.

8. **LOWER TIER SUBCONTRACTS:**

If Trade Contractor subcontracts any portion of the Work, the provisions of these specifications shall apply to any lower tier subcontractors, and Trade Contractor shall be responsible for insuring compliance with same by its subcontractors and suppliers.

9. **EXECUTION OF SAFETY AFFIDAVIT:**

Trade Contractor shall be required as a part of each application for payment to execute the safety affidavit as attached hereto, attesting to the compliance with the requirements of this specification section 00 80 00. To the extent that trade contractor subcontracts any portion of the work, trade contractor shall be responsible for insuring compliance with the execution of the safety affidavit by its subcontractors and suppliers.

\_\_\_\_\_  
**Print Name of Competent Safety Trade Person provided Contractor**

\_\_\_\_\_  
**Contractor (Type in Name as Shown on Contract)**

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**(Must be an Officer of the Company)**

**Date:** \_\_\_\_\_



(Include This Document With Each Pay Application Submitted)

**AFFIDAVIT OF COMPLIANCE  
SECTION 00 80 00 – SAFETY/TRADE CONTRACTOR**

Owner: \_\_\_\_\_

Project: \_\_\_\_\_

Application No.: \_\_\_\_\_

Application Period To: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Date: \_\_\_\_\_

CSP Package Description \_\_\_\_\_

The undersigned Contractor certifies that the Contractor has provided the Owner, through the Construction Manager, written notice of any changes that may have occurred during the progress of the Project pursuant to Paragraphs 1 through 8 herein (Section 00 80 00), including, but not limited to, changes that may have occurred to the assignment of Company's Safety Representative or changes that may have occurred to the Company's written health and safety program.

The Contractor further certifies that Contractor has, and will continue to, comply with the Occupational Safety and Health Act of 1970 and all other applicable laws, ordinances, rules and OSHA Standards or any applicable state safety laws for the safety of persons or property; and that Contractor has ascertained for itself that Contractor's lower tier subcontractors are in compliance with same.

Contractor further certifies and acknowledges that Contractor is responsible for continuing to comply with all requirements of its contract with the Owner, including, but not limited to, all requirements of Section 00 80 00 – Safety/Trade Contractor.

Contractor: \_\_\_\_\_

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

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

--- END OF SECTION ---

**01 11 00 - SUMMARY OF WORK****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

- a. Title of Work and type of Contract
- b. Use of Premises
- c. Owner Occupancy
- d. Work by Others

**2. RELATED REQUIREMENTS**

- a. Section 00 21 13 Information for Proposers
- b. Section 00 72 00 General Conditions – Relations of Contractor Subcontractors
- c. Section 01 32 13 Schedules and Reports
- d. Section 01 81 00 Scope of Work

**3. WORK COVERED BY CONTRACT DOCUMENTS**

Work of this contract comprises construction of as advertised pursuant to individual CSP Packages located on school district or city property.

**4. CONTRACTOR'S DUTIES**

- a. Except as specifically noted, provide and pay for:
  - (1) Labor, materials and equipment
  - (2) Tools, construction equipment and machinery
  - (3) Water, heat and utilities required for construction and unless otherwise noted in Section 01 81 00 will be paid by the Owner.
  - (4) Other facilities and services necessary for proper execution and completion of work including field office if required to meet the Contractor's needs.
- b. Owner is exempt from sales tax on products permanently incorporated in work:
  - (1) Obtain sales tax exemption certificate number from Owner.
  - (2) Place exemption certificate number on invoices for materials incorporated in work.
  - (3) Upon completion of work, file with Owner notarized statement that all purchases made under exemption certificate were entitled to be exempt.
  - (4) Pay legally assessed penalties for improper use of exemption certificate number.
- c. Secure and pay for, as necessary, for proper execution and completion of Work and as applicable at time of receipt of proposals.
  - (1) Permits
  - (2) Government Fees (including inspection fees)
  - (3) Licenses
- d. Give required notices
- e. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- f. Promptly submit written notice to Architect through Construction Manager of observed variance of Contract Documents from legal requirements. Assume responsibility for Work known to be contrary to such requirements, without notice.

5. **CONTRACT METHOD**

This is a Construction Management project that shall be constructed under individual contracts.

6. **CONTRACTOR USE OF PREMISES**

- a. Contractor shall have limited use of premises for Work, for storage and for access as directed by the Architect or Construction Manager.
- b. Coordinate use of premises under direction of Construction Manager.
- c. Assume full responsibility for protection and safekeeping of products under this Contract.
- d. Obtain and pay for use of additional storage of work areas needed for operations under this contract.
- e. Do not disturb areas outside of "limits of grading" line.
- f. Contractor shall use and maintain in clean condition a site access route. No other access shall be used for vehicles or men.
- g. Contractor and all other parties connected with the project shall use only parking areas as designated. Construction Manager and Owner are not responsible for damage to vehicles on jobsite.

7. **PARTIAL OWNER OCCUPANCY**

- a. Owner may occupy designated areas for the purpose of storage of furnishings and equipment and installation of equipment.
- b. Execute Certificate of Substantial Completion for each designated portion of Work prior to Owner occupancy. Contractor shall allow:
  - (1) Access for Owner personnel
  - (2) Use of parking facilities
  - (3) Operation and HVAC and electrical systems

**PRODUCTS**

**Not used**

**EXECUTION**

**Not used**

**--- END OF SECTION ---**

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**01 26 00 - CHANGE ORDER PROCEDURES**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. REQUIREMENTS INCLUDED**

Procedures for processing Change Orders

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 General Conditions – Governing requirements for changes in the work, in contract cost and contract time.
- b. Section 01 29 76 Applications for Payment
- c. Section 01 32 13 Schedules and Reports
- d. Section 01 29 73 Schedule of Values
- e. Section 01630 Product Options and Substitutions
- f. Section 01 78 39 Project Record Documents

**3. SUBMITTALS**

- a. Submit name of the individual authorized to accept changes and to be responsible for informing others in Contractor's employ of changes in the Work.
- b. Change Order Forms – AIA G701/CM-1992

**4. DOCUMENTATION OF CHANGE IN CONTRACT SUM AND TIME**

- a. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.
- b. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- c. On request, provide additional data to support computations:
  - (1) Quantities of products, labor and equipment
  - (2) Taxes, insurance and bonds
  - (3) Labor burden for labor in a change will be established at 30% maximum allowed of labor cost. Labor burden is to include the cost of FICA, workers compensation, state and federal unemployment and health insurance.
  - (4) Overhead and general expenses will be described in Section 00 72 00, General Conditions to the Contract for Construction Article 7.
  - (5) Justification for any change in Contract Time.
  - (6) Credit for deletions from Contract, similarly documented.
- d. Support each claim for additional costs and for work done on a time and material basis, with additional information:
  - (1) Origin and date of claim. Note: Claims for additional cost must be submitted within 10 days of claim to be considered.
  - (2) Dates and times Work was performed and by whom.
  - (3) Time and records and wage rates paid.
  - (4) Invoices and receipts for products, equipment and subcontracts similarly documented.

**5. PRELIMINARY PROCEDURES**

- a. Architect or Construction Manager may submit a Proposal Request which includes: detailed description of change with supplementary or revised Drawings and Specifications, the projected time for executing the change and the period of time during which the requested price will be considered valid.

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- b. Contractor may initiate a change by submittal of a request to Construction Manager describing the proposed change with a statement of the reason for the change, the effect on Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01630.
- c. All requests for change order initiated by the Construction Manager, Architect or Owner shall be submitted to the Construction Manager for review within the timeframe requested by the Construction Manager or no later than 30 calendar days after receipt of same by the Contractor, whichever is sooner. All requests for change order initiated by the Contractor shall be submitted to the Construction Manager for review no later than 30 calendar days after the discovery of the change in the scope of work or the completion of the work, whichever is sooner. Any requests for change order received after the above referenced time frames may be denied payment. All change orders must be submitted for payment no later than 30 days after the substantial completion date or no later than 30 days after completion of the change order work, whichever is sooner. Any requests for payment for change orders that are received past 30 days after the date of substantial completion will be denied.

**6. CONSTRUCTION CHANGE AUTHORIZATION**

- a. Architect or Construction Manager may issue a directive, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- b. Directive will describe changes in the Work and will designate method of determining any change in Contract Sum or Contract Time.
- c. Promptly execute the change in Work.

**7. LUMP SUM CHANGE ORDER**

Will be based on Proposal Request and Contractor's sum quotation or Contractor's request for Change Order as approved by Construction Manager or Architect.

**8. UNIT PRICE CHANGE ORDER**

- a. For predetermined unit prices and quantities, Change Order will be executed on a lump sum basis.
- b. For unit costs or quantities of units of work which are not predetermined, execute Work under a construction change authorization. Changes in Contract Sum or Contract Time will be computed as specified for time and material Change Order.

**9. TIME AND MATERIAL CHANGE ORDER**

- a. Submit itemized account and supporting data after completion of change within the time limits in Conditions of the Contract.
- b. Construction Manager and Architect will determine the change allowable in Contract Sum and Contract Time as provided in Conditions of the Contract.

**10. EXECUTION OF CHANGE ORDERS**

Construction Manager will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

**11. CORRELATION OF CONTRACTOR SUBMITTALS**

Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on Change Order.

**12. DESIGN SERVICES ASSOCIATED WITH CHANGE ORDERS**

The cost of any design services (including drafting time), required as part of a change order, are to be included in the overall amount of each change order.

**PRODUCTS**

Not Used

**EXECUTION**

Not used

--- END OF SECTION ---

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**01 29 73-SCHEDULE OF VALUES**
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**
**GENERAL REQUIREMENTS**
**1. REQUIREMENTS INCLUDED**

Procedures for preparation and submittal of Schedule of Values.

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00, General Conditions
- b. Section 01 11 00, Summary of Work
- c. Section 01 29 76, Applications for Payment

**3. FORMAT**

- a. Type Schedule on AIA Document G703/CM-1992 - Continuation Sheet for Application and Certificate for Payment, or use media driven printout (upon prior approval).
- b. Identify each line item by number and title of major items of work.

**4. CONTENT**

- a. List installed value of each major item of Work and each subcontracted item of Work as a separate line item, broken down by area and/or project, to serve as a basis for computing values for Progress Payments. Round off values to nearest dollar.
- b. For each major subcontract, list products and operations of that subcontract as separate line items. Labor to install products are to be on a separate line. Material/labor proportion will not exceed 60/40 unless substantiating data is submitted and specifically provided 15 days prior to first application for payment.
- c. Coordinate listings with Progress Schedule.
- d. Cost directly related to this project (personnel dedicated exclusively to this job, office expense on-site) may be a separate line item. All other general office expenses such as estimating overhead and profit shall be proportionately distributed to all line item components. Use a separate line item for bonds, mobilization, closeout, temporary facilities and controls and supervision. Closeout documents line item shall be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and Construction Manager.
- e. The sum of values listed shall equal total Contract Sum.

**5. SUBMITTAL**

- a. Submit three copies of the Schedule of Values 15 days prior to first Application for Payment.
- b. Transmit under Architect accepted form transmittal letter. Identify Project by title and number.

**6. SUBSTANTIATING DATA**

- a. When Architect or Construction Manager requires substantiating information, submit data justifying line item amounts in question.
- b. Provide one copy of data with cover letter for each copy of Application. Show Application number and date, and line item by number and description.

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

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**01 29 76 - APPLICATIONS FOR PAYMENT**
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**
**GENERAL REQUIREMENTS**
**1. REQUIREMENTS INCLUDED**

Procedures for preparation and submittal of Applications for Payment.

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 General Conditions – Progress Payments and Final Payment
- b. Section 01 29 73 Schedule of Values
- c. Section 01 77 00 Contract Closeout Procedures – Final Payment
- d. Section 00 80 00 – Safety/ Trade Contractor – (9) Safety Affidavit

**3. FORMAT**

- a. AIA G702/CM-1992, Application and Certificate for Payment
- b. For continuation sheet, use AIA G703/CM-1992 in format of Section 01 29 73 for Schedule of Values
- c. For Safety Affidavit, use for as attached to Specification Section 00 80 00

**4. PREPARATION OF APPLICATIONS**

- a. Type required information or use media-driven printout.
- b. Execute certification and Safety Affidavit by signature of authorized officer.
- c. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
- d. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.
- e. Prepare Application for Final Payment as specified in Section 01 77 00.

**5. SUBMITTAL PROCEDURES**

- a. Submit one (1) and six (6) copies of each Application for Payment at times Stipulated in “Standard Form of Agreement Between Owner and Contractor”. Each original and each copy are to be originally signed and notarized.
- b. Submit under transmittal letter specified in Section 01 29 73.

**6. SUBSTANTIATING DATA**

- a. When the Construction Manager of Architect requires substantiating information, submit data justifying line item amounts in question. On allowance items, submit actual invoice from supplier of product or service.
- b. Provide one copy of data with cover letter for each copy of submittal. Show application number and date and line item by number and description.
- c. For items stored offsite, provide evidence product is stored in a bonded warehouse, product is insured and provide inventory list. Payment will not be made for raw materials at factory warehouse which are not manufactured into completed product.
- d. Payment for the material portion will not exceed 60% of a line item unless information is submitted to the Construction Manager and approved to substantiate a higher proportion.

**PRODUCTS**

Not Used

**EXECUTION**

Not Used

--- END OF SECTION ---



**01 31 13 - COORDINATION****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

Coordination of Work of Contract

**2. RELATED REQUIREMENTS**

- a. Section 01045 Cutting and Patching
- b. Section 01630 Product Options and Substitutions
- c. Section 01 77 00 Contract Closeout Procedures – Close-out submittals

**3. DESCRIPTION**

Coordinate scheduling, submittals and work of the various sections of Specifications and with other Contractors to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

**4. MEETINGS**

Hold coordination meetings and pre installation conferences with personnel and subcontractors to assure coordination of Work.

**5. COORDINATION OF SUBMITTALS**

- a. Schedule and coordinate submittals specified in Section 01 33 00.
- b. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- c. Coordinate requests for substitutions to assure compatibility of space of operating elements and effect on work of other sections.

**6. COORDINATION OF SPACE**

- a. Coordinate use of Project space and sequence of installation of mechanical and electrical work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations for maintenance and for repairs.
- b. In finished areas except as otherwise shown, conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

**7. COORDINATION OF CONTRACT CLOSEOUT**

- a. Coordinate completion and clean-up of work of separate sections in preparation for Substantial Completion of portions of Work designated for Owner partial occupancy.
- b. After Owner occupancy of premises, coordinate access to site by various sections for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- c. Assemble and coordinate closeout submittals specified in Section 01 77 00.

**8. COORDINATION WITH SUBCONTRACTORS**

Coordinate use of site for access, parking, staging, storage, and temporary facilities and controls. Coordinate the work of all subcontractors to avoid damage between trades. Repair of damage caused in order to return Work to originally accepted or specified condition will be the responsibility of the party causing the damage.

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

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**01 31 19 - PROGRESS MEETINGS**
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**
**GENERAL REQUIREMENTS**
**1. REQUIREMENT INCLUDED**

- a. Scheduling and administration of progress meetings.
- b. Pre-installation conferences.

**2. RELATED REQUIREMENTS**

- a. Section 00 21 13 Information for Proposers – Pre-Proposal Conference
- b. Section 00 72 00 General Conditions
- c. Section 01 31 13 Coordination
- d. Section 01 32 13 Schedules and Reports
- e. Section 01 33 13 Shop Drawings, Product Data and Samples

**3. PRE-CONSTRUCTION CONFERENCE**

- a. The Construction Manager will schedule a pre-construction conference at the project site or other location at a time prior to commencement of construction activities. Meeting will be conducted to review responsibilities and personnel assignments.
- b. Attendees: Authorized representatives of the Owner, Construction Manager, Architect and their consultants, the Contractors and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- c. Agenda: Discuss items of significance that could affect progress including the following:
  - (1) Tentative construction schedule
  - (2) Critical work sequencing
  - (3) Designation of responsible personnel
  - (4) Procedures for processing field decisions and Change Orders
  - (5) Procedures for processing Applications for Payment
  - (6) Distribution of Contract Documents
  - (7) Submittal of Shop Drawings, Product Data and Samples
  - (8) Preparation of record documents
  - (9) Use of premises
  - (10) Office, Work and Storage areas
  - (11) Equipment delivery and priorities
  - (12) Safety procedures
  - (13) First Aid
  - (14) Security
  - (15) Housekeeping
  - (16) Working hours
  - (17) Parking availability

**4. PRE-INSTALLATION CONFERENCES**

The Construction Manager will conduct pre-installation conferences, as needed, at the Project site before each construction activity that requires coordination with other construction. The installer and representatives of

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manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.

**5. PROGRESS MEETINGS**

- a. The Construction Manager will conduct progress meetings at the Project site at regular intervals.
- b. Attendees: In addition to representatives of the Owner and Architect, each Contractor, and other entity concerned with current progress or involved in planning, coordination or performance of future activities will be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to progress.
- c. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
  - (1) Construction Progress Schedule: Review progress since the last meeting.
  - (2) Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead of behind schedule.
  - (3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.
  - (4) Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  - (5) Review the present and future needs of each entity present, including the following:
    - (a) Interface requirements
    - (b) Time
    - (c) Sequences
    - (d) Deliveries
    - (e) Off-Site fabrication problems
    - (f) Access
    - (g) Site utilization
    - (h) Temporary facilities and services
    - (i) Hours of work
    - (j) Hazards and risks
    - (k) Housekeeping
    - (l) Quality and work standards
    - (m) Change Orders
    - (n) Documentation of information for payment requests
    - (o) Status of submittals

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

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## 01 32 13 - SCHEDULES AND REPORTS

### KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

#### **GENERAL REQUIREMENTS**

##### **1. REQUIREMENTS INCLUDED**

Procedures for preparation and submittal of construction progress schedules and periodical updating.

##### **2. RELATED REQUIREMENTS**

- a. Section 00 72 00 General Conditions
- b. Section 01 29 76 Applications for Payment
- c. Section 01 33 13 Shop Drawings, Product Data and Samples
- d. Section 01 32 13 Schedules of Values
- e. Section 01 81 00 CSP Packages Scope of Work

##### **3. PRELIMINARY CONSTRUCTION SCHEDULE**

- a. Prepare a preliminary horizontal bar-chart type construction schedule.
  - (1) Provide a separate time bar for each significant construction activity. Coordinate each element on the schedule with other construction activities. Schedule each construction activity in proper sequence. Provide a continuous vertical line to identify the first working day of each week.
  - (2) Indicate completion of the Work in advance of the date established for Substantial Completion.
- b. Submittal Tabulation: With the submittal of the Preliminary Construction Schedule, include a tabulation by date of submittals required during the first 90 days of construction. List those of those long lead-time for manufacture or fabrication. At the Contractor's option, submittal dated may be shown on the schedule, in lieu of being tabulated separately.
- c. Submit to the Construction Manager.

##### **4. CONTRACTOR'S CONSTRUCTION SCHEDULE**

- a. Prepare a comprehensive, fully developed, horizontal bar-chart type Contractor's Construction Schedule based on the Preliminary Construction Schedule based on the Preliminary Construction Schedule and on whatever updating and feed back was received since the start of the Project.
  - (1) Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. If practical, use the same breakdown of units of the Work as indicated in the "Schedule of Values".
  - (2) For significant construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within the time bar.
  - (3) Prepare the Schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data clearly for the entire construction period.
  - (4) Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
  - (5) Indicate completion of the Work in advance of the date established for Substantial Completion. Indicate Substantial Completion in the Schedule to allow ample time for the administrative procedures necessary for Certification of Substantial Completion.
- b. Work Stages: Indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to:

- 
- (1) Subcontract awards
  - (2) Submittals
  - (3) Purchases
  - (4) Mockups
  - (5) Fabrication
  - (6) Sample testing
  - (7) Deliveries
  - (8) Installation
  - (9) Testing
  - (10) Adjusting
  - (11) Curing
  - (12) Start-up and replacement into final use and operation
- c. Schedule Updating: Revise the Schedule after each meeting or other activity, where revisions have been recognized or made. Issue the updated Schedule concurrently with report of each meeting.
  - d. When changes in the work are required and directed by the Construction Manager under applicable paragraphs of this Contract, the original schedule shall be revised without delay to incorporate such changed or new work and indicate the effect thereof on the Project as a whole.
  - e. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve progress, which may require an increase in number of shifts, and/or overtime operation, days of work and/or the amount of construction plant and to submit for approval revised schedules in the form above in order to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.
  - f. Submit to the Construction Manager.
5. **SUBMITTAL SCHEDULE**
- a. After development and acceptance of the Contractor's Construction Schedule, prepare a complete Submittal Schedule. Submit the Schedule within 10 days of the date required for establishment of the Contractor's Construction Schedule.
    - (1) Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Contractor's Construction Schedule.
    - (2) Prepare the Schedule in chronological order. Provide the following information:
      - (a) Scheduled date for the first submittal
      - (b) Related section number
      - (c) Submittal category
      - (d) Name of subcontractor
      - (e) Description of the part of the Work covered
      - (f) Scheduled date for re-submittal
      - (g) Scheduled date for Architect's approval
  - b. Submit to the Construction Manager
6. **SCHEDULE OF INSPECTIONS AND TESTS**
- a. Prepare a schedule of inspections, tests and similar services required by the Contract Documents. Submit the schedule within 30 days of the date established for commencement of the Work.
  - b. Form: The schedule shall be in tabular form and shall include but not be limited to the following data:
-

- (1) Specification Section Number
- (2) Description of the test
- (3) Identification of applicable standards
- (4) Identification of test methods
- (5) Number of tests required
- (6) Time schedule or time span for tests
- (7) Entity responsible for performing tests
- (8) Requirements for taking Samples
- (9) Unique characteristics of each service
- c. Submit to the Construction Manager

7. **REPORTS**

- a. Daily Construction Reports: Prepare a daily construction report on form approved by the Construction Manager, recording the following information concerning events at the site:
  - (1) Approximate count of Contractor's and Subcontractor's personnel (include supervisors, journeymen, laborers, helpers and crew).
  - (2) Activities being performed related to the schedule.
  - (3) Material deliveries
  - (4) Tests

8. **SPECIAL REPORTS**

- a. General: Submit special reports directly to the Construction Manager within one day of an occurrence.
- b. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Construction Manager in advance when such events are known or predictable.
- c. Submit periodic evidence and certification to the Construction Manager that the following items are being maintained for submittal to the Owner at contract close-out:
  - (1) Project record drawings
  - (2) Test reports
  - (3) Other required project record documents

**PRODUCTS**

Not used

**EXECUTION**

Not used

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--- END OF SECTION ---

**01 33 00-SHOP DRAWINGS, PRODUCT DATA AND SAMPLES  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. SUMMARY**

- a. This Section specifies administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, certifications, and other miscellaneous quality-control submittals.
- b. Shop Drawings include, but are not limited to, the following:
  - (1) Fabrication Drawings
  - (2) Installation Drawings
  - (3) Setting diagrams
  - (4) Shopwork manufacturing instructions
  - (5) Templates and patterns
  - (6) Schedules
- c. Product Data include, but are not limited to the following:
  - (1) Manufacturer's product Specifications
  - (2) Manufacturer's installation instructions
  - (3) Standard color charts
  - (4) Catalog cuts
  - (5) Roughing-in diagrams and templates
  - (6) Standard wiring diagrams
  - (7) Printed performance curves
  - (8) Operational range diagrams
  - (9) Mill reports
  - (10) Standard product operating and maintenance manuals
- d. Samples include, but are not limited to the following:
  - (1) Partial Sections of manufactured or fabricated components
  - (2) Small cuts or containers of materials
  - (3) Complete units of repetitively-used materials
  - (4) Swatches showing color, texture and pattern
  - (5) Color range sets
  - (6) Components used for independent inspection and testing
  - (7) Field Samples
- e. Quality-control submittals include, but are not limited to, the following:
  - (1) Design data
  - (2) Certifications
  - (3) Manufacturer's instructions
  - (4) Manufacturer's field reports

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 General Conditions: Definitions and basic responsibilities of entities.
- b. Section 01 31 13 Coordination: Coordination of submittals
- c. Section 01 32 13 Schedule and Reports: Schedules for submittals
- d. Section 01 40 13 Contract Quality Control: Mockups and samples for testing
- e. Section 01630 Product Options and Substitutions: Product options
- f. Section 01 78 39 Project Record Documents
- g. Section 01 78 23 Operation and Maintenance Data
- h. Section 01 81 00 CSP Packages: Scope of Work

### 3. DEFINITIONS

- a. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- b. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- c. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

### 4. SUBMITTAL PROCEDURES

- a. Coordination: Coordinate preparation and processing of submittals with performance of Construction activities. Transmit each submittal to the Construction Manager sufficiently in advance of scheduled performance of related construction activities to avoid delay. Refer to Section 01 81 00 - CSP Package Scope of Work.
  - (1) Coordinate each submittal with other submittals and related activities that require sequential activity.
  - (2) Coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work to avoid delay in processing because of the Architect's need to review submittals concurrently for coordination.
  - (3) The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are forthcoming.
  - (4) Scheduling: The Submittal Schedule listing submittals and indicating time requirements for coordination should be forwarded to the Construction Manager for review.
  - (5) Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
    - (a) Allow fourteen (14) calendar days for the Architect's review of each submittal.
    - (b) Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
    - (c) The Construction Manager will advise the Contractor when a submittal being processed must be delayed for coordination.
    - (d) An extension of time will not be authorized because of the Contractor's failure to transmit submittals to the Construction Manager sufficiently in advance of the Work to permit processing.
- b. Submittal Preparation: Place a permanent label or title block on each submittal for identification.
  - (1) Indicate the name of the firm or entity that prepared each submittal on the label or title block.
  - (2) Provide a space approximately 4" x 5" on the label or beside the title block to record the Contractor's review and approval markings and the action taken by the Architect.



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- (3) Include the following information on the label for processing and recording action taken.
- (a) Project name
  - (b) Date
  - (c) Name of the Construction Manager
  - (d) Name of the Architect
  - (e) Name and address of Contractor
  - (f) Name and address of subcontractor
  - (g) Name and address of supplier
  - (h) Name of manufacturer
  - (i) Number and title of appropriate Specification Section
  - (j) Drawing number and detail references, as appropriate
  - (k) Similar definitive information as necessary
- c. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Construction Manager, and to other destinations, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender without action.
- (1) Record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, record deviations from requirements of the Contract Documents, including minor variations and limitations.
  - (2) Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

**5. SPECIFIC SUBMITTAL REQUIREMENTS**

- a. Submit minimum of one reproducible and seven prints of Shop Drawings until final acceptance. Submit one additional print of Structural, Mechanical and Electrical items. Reproducible and one print will be returned by the Construction Manager to the Contractor after Architect's review.
- b. Submit minimum of seven copies of Product Data until final acceptance. Submit one additional copy of Structural, Mechanical and Electrical items. Three copies of the Product Data will be returned by the Construction Manager to the Contractor after Architect's review.
- c. Submit minimum of three of Samples. Additional samples may be required for specific items for coordination of finishes.
- d. Submit additional copies of Samples and Product Data as necessary for distribution to subcontractors. Contractor shall obtain and distribute required prints of Shop Drawings made from reviewed and stamped reproducible. Number of copies of Product Data, Samples and Shop Drawings to be submitted shall be established in the pre-construction conference.
- e. Contractor shall review and stamp with his approval submittals. Submittals which do not bear Contractor's approval stamp or reflect an appropriate level of contractor review shall be returned without review. Coordinate appropriately before resubmission. Stamp shall include statement, "This submittal has been reviewed for compliance with requirements of work and of Contract Documents'".
- f. Shop Drawings: Submit newly prepared information, drawn to accurate scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
  - (1) Include the following information on Shop Drawings:
    - (a) Dimensions.
    - (b) Identification of products and materials included.
    - (c) Compliance with specified standards.
    - (d) Notation of coordination requirements.

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- (e) Notation of dimensions established by field measurement.
  - (f) Certification that products are approved for installation indicated.
- (2) Submit Coordination Drawings where required for integration of different construction elements. Show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.
  - (3) Highlight, encircle or otherwise indicate deviations from the Contract Documents on the Shop Drawings. Requests for substitutions of Products only will be considered during the period prior to ten (10) days before the proposal date. Subsequent requests will be considered only in case of product unavailability or other conditions beyond control of Contractor.
  - (4) Do not permit Shop Drawing copies that do not contain an appropriate final stamp or other marking indicating the action taken by the Architect to be used in construction.
  - (5) Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 40".
  - (6) Each Contractor is responsible for reviewing the plans and specifications for the requirements of the scope of work included in the CSP package and shall include within their proposal any and all items required for completion of the work included. Any items necessary for the completion of the scope of work for each CSP package, but not shown or indicated in the contract documents, shall be provided by the contractor requiring such, this shall include, but is not limited to, blocking, supports, conduit, power, etc. Shop drawings shall not contain verbiage such as "by others", "by GC", "not in contract", etc.
- g. Product Data: Collect Product Data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the Project.
- (1) Where Product Data includes information on several similar products, some of which are not required for use on the Project, mark copies to clearly indicate which products are applicable. Exclude all extraneous information where possible. Do not send the manufacturer's entire catalog when not needed.
  - (2) Where Product Data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, submit as 'Shop Drawings' not "Product Data".
  - (3) Include the following information in Product Data:
    - (a) Manufacturer's printed recommendations.
    - (b) Compliance with recognized trade association standards.
    - (c) Compliance with recognized testing agency standards.
    - (d) Application of testing agency labels and seals.
    - (e) Notation of dimensions verified by field measurement.
    - (f) Notation of coordination requirements.
    - (g) Certification that products are appropriate for installation indicated.
    - (h) Sample copy of manufacturer's warranty on products.
  - (4) Do not submit Product Data until compliance requirements of the Contract Documents has been confirmed.
- h. Samples: Submit full-size, fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.
- (1) Mount, display or package Samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's Sample where so indicated. Include the following information:
    - (a) Generic description of the Sample.
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- (b) Size limitations.
  - (c) Sample source.
  - (d) Product name or name of manufacturer.
  - (e) Compliance with recognized standards.
  - (f) Compliance with governing regulations.
  - (g) Availability.
  - (h) Delivery time.
- (2) Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- (a) Where variations in color, pattern, texture or other characteristics are inherent in the material or product represented by a Sample, submit at least 3 multiple units that show approximate limits of the variations.
  - (b) Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
  - (c) Refer to other Specification Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be in an undamaged condition at time of use. On the transmittal form, indicate such special requests regarding disposition of Sample submittals.
  - (d) Field samples specified in individual Specification Sections are special types of Samples. Comply with Sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity. Field Samples specified in individual Specification Sections are special types of Samples. Comply with Sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
  - (e) Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- i. Preliminary Submittals: Where Samples are specified for selection of color, pattern, texture, or similar characteristics from a manufacturer's range of standard choices, submit a single, full set of available choices for the material or product.

## 6. ARCHITECT'S ACTION

- a. Except for submittals for the record, for information and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark to indicate the action taken, and return. Architect may return submittals with notation "submittal not required" when applicable.
- b. Compliance with specified characteristics is the Contractor's responsibility, and not considered part of the Architect's review and indication of action taken.
- c. Action Stamp: the Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  - (1) Final-But-Restricted Release: When submittals are marked "Accepted as Noted," the Work covered by the submittal may proceed provided it complies with both the Architect's notations or corrections on the submittal and requirements of the Contract Documents. Final acceptance will depend on that compliance.
  - (2) Returned for Re-submittal: When submittal is marked "Not Accepted" or "Revise Resubmit", do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the Architect's notations. Resubmit without delay. Repeat if necessary to obtain a different

action mark.

(a) Do not permit submittals marked "Not Accepted" or "Revise Resubmit" to be used at the Project site, or elsewhere where construction is in progress.

(3) Other Action: Where a submittal is primarily for information or record purposes, or for special processing or other Contractor activity, the submittal will be returned, marked 'Not Reviewed' or 'Not Reviewed; submittal not required by Contract Documents'.

d. Architect's acceptance of Shop Drawings, Samples or Product Data which deviates from the Contract Documents does not authorize changes to the Contract Sum. Submit in writing at the time of submission any changes to the Contract Sum affected by such Shop Drawings, Samples or Product Data, otherwise, claim for extras will not be considered.

## 7. **QUALITY ASSURANCE SUBMITTALS**

a. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

b. Certifications: Where other Sections of the Specifications require certification that a product material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Certification shall be signed by an officer of the manufacturer, registered professional engineer or other individual authorized to sign documents on behalf of the company.

c. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Testing Laboratory Services".

d. Industry Standards: Where Sections of the Specifications require that a product, material, or installation complies with specified industry standard, submit copies of standards at same time as submittal of other specified submittals

(1) Submit copies of reference standards specified such as ASTM, UL, FM, ANSI, etc. for each material or installation of material specified.

(2) Submit copies of trade association standards specified such as NRCA, BIA, AWI, SMACNA, etc. for each material, process, fabrication, or installation specified.

(3) These submittals are for file only and not for review.

## 8. **COORDINATION, LAYOUT AND COMPOSITE (TO BE PROVIDED AND COORDINATED BY SEPARATE CONTRACTORS - HVAC, PLUMBING, MATERIALS HANDLING, FIRE PROTECTION, ELECTRICAL AND OTHERS AS REQUIRED)**

a. Be responsible for coordination of Contractor's work with separate Work of civil, structural mechanical and electrical Contractors' Work and Work of other Contractors. Prepare coordination, layout and composite drawings as required.

b. Layout Drawings:

(1) HVAC Contractor: No later than 30 days after contract award, and sooner if possible prepare layout drawings of all ductwork and piping as required for installation of HVAC Contractor's Work. Prepare drawings at not less than 1/4" scale.

(2) Show registers, grilles, diffusers, and similar features, as well as locations of valve dampers, and other items requiring access for service and maintenance on drawings. Show beams, ceiling heights, walls, floor to floor dimensions, columns, doors and other major architectural and structural features on the drawings as shown on the architectural and structural drawings.

(3) HVAC Contractor: Within 30 days after contract award, send a reproducible and two prints of the layout drawings to the Plumbing, Materials Handling, Fire Protection and Electrical Contractors.

(4) Plumbing, Materials Handling, Fire Protection and Electrical Contractors: Mark routings as well as other major items such as valves, access panels, switch panels, etc. on the

reproducible provided by the HVAC Contractor, as applicable to each separate Contractor's Work and as required to determine interrelationship and possible interference's with HVAC work and architectural or structural features. Return marked up reproducible to the HVAC Contractor through the Construction Manager no less than 10 days after receipt.

c. Composite Drawings:

- (1) HVAC Contractor: Prepare a preliminary composite of such layout drawings. Incorporate all the information and routings provided by the other Contractors. Transparent overlays may be substituted by the HVAC Contractor provided the overlays clearly show the relationship of all proposed installations.
- (2) All Affected Contractors: Attend a series of meetings scheduled by the Construction Manager for review of the composite drawing (or overlay drawing as applicable). All Contractors must attend the meetings in order to review and resolve any real or apparent interference's or conflicts.
- (3) HVAC Contractor: Develop a final composite drawing, after all conflicts or interference's are resolved, showing the agreed upon routing, layout and juxtaposition of all ductwork, conveyers, piping, major conduit, valves, panels, lighting fixtures and all other major mechanical and electrical installations.
- (4) All Affected Contractors: Be responsible for Contractor's own work in areas where no HVAC work occurs, but where other mechanical and electrical installations are installed. Cooperate in preparing similar composite drawings. Perform Contractor's own drafting work. Pay Contractor's own costs in connection herewith. Prepare all final composite drawings, large scale details as well as cross and longitudinal sections, as required to fully delineate all conditions.
  - (a) Give particular attention to the locations, size and clearance dimensions of equipment items, shafts and similar features.
  - (b) Sign off on final composite drawings by each affected Contractor, including the HVAC Contractor, indicating each Contractor's awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or continuous work of all Contracts.
  - (c) Thereafter, no unauthorized deviations will be permitted to the final composite drawings. Any unauthorized work made without knowledge or agreement of the Architect and/or Construction Manager will be subject to removal and correction at no additional cost to the Owner.
- (5) When mutually agreed, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made in preparing the composite drawings as required to avoid space conflicts.
- (6) HVAC Contractor: Provide and distribute four (4) prints of the final agreed upon and signed off composite drawings to the affected Contractors, Architect, and Construction Manager for reference and record purposes.
  - (a) Other Contractors: Make similar distribution if Contractor is responsible for supplementary composite drawings.
  - (b) All Affected Contractors: Arrange and pay for additional prints of such drawings beyond the basic distribution indicated as required.
- (7) All Affected Contractors: Retain the same as the Construction Manager, record copies of the final composite drawings as working reference. Compare all shop drawings with the composite drawings and develop accordingly, prior to submittal to the Architect. Note: any revision to the composite drawings that may become necessary during the progress of the work. Record neatly and accurately on record copies. Maintain up-to-date record copies of the composite drawings. Keep one copy available at the site. Utilize the composite drawings and any subsequent changes, the same as the Construction Manager, for development of Project Record Drawings.

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- (8) In all cases, submit drawings in ample time to avoid construction delay if the drawings will not be submitted as a whole. Coordination drawings may lack complete data in certain instances pending receipt of shop drawings. In that instance, provide sufficient space for the affected items. Promptly insert final information on the composite when such data is received.
- (9) No extra compensation will be paid for relocating any duct, pipe, conduit, or other material installed without proper coordination between all affected contractors. If any improperly coordinated work, or work installed not in accordance with the approved coordination composites, necessitates additional work by other Contractors, the costs of all such additional work shall be borne solely by the responsible contractors.
- (10) Show all changes in the scope of work due to revisions formally issued and approved by the Architect on the composite drawings.
- (11) Use competent draftsmen to prepare the coordination composite drawings in a clear and fully legible manner. Provide drawings acceptable to the Architect.

**PRODUCTS****NOT USED****EXECUTION****NOT USED**

--- END OF SECTION ---

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**01 40 00-CONTRACT QUALITY CONTROL  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. REQUIREMENTS INCLUDED**

- a. Quality control of products and workmanship
- b. Manufacturer's instructions
- c. Manufacturer's certificates and field services
- d. Mockups

**2. RELATED REQUIREMENTS**

- a. Section 01 33 13 - Shop Drawings, Product Data, and Samples: Field samples. Submittal of manufacturer's instructions
- b. Section 01630 - Product Options and Substitutions
- c. Individual Specifications Sections: Mockups required

**3. DESCRIPTION**

Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, workmanship, and site conditions, to produce Work in accordance with Contract Documents.

**4. WORKMANSHIP**

- a. Comply with industry standards of the region except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- b. Provide suitably qualified personnel to produce Work of specified quality.
- c. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- d. Provide finishes to match approved samples.

**5. MANUFACTURER'S INSTRUCTIONS**

- a. Require compliance with instructions in full detail, including each step in sequence.
- b. Should instruction conflict with Contract Documents, request clarification of the Architect/Engineer through the Construction Manager before proceeding.

**6. MANUFACTURER'S CERTIFICATES**

When required in individual Specifications section, submit manufacturer's certificate, in duplicate, certifying that products meet or exceed specified requirements, executed by responsible officer.

**7. MANUFACTURER'S FIELD SERVICES**

When required in individual specifications section, have manufacturer provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment test, adjust, and balance of equipment as applicable, and to make written report of observations and recommendations to Construction Manager.

**8. MOCKUPS**

- a. Tests will be performed under provisions of Section 01410.
- b. Assemble and erect complete, with specified attachment and anchorage devices, flashings, seals, and finishes.
- c. Remove mockup and clear area when work of that section is complete, when approved by Architect.

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

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**01 51 00-TEMPORARY UTILITIES**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS****1. SUMMARY**

This Section specifies requirements for temporary utilities.

**2. QUALITY ASSURANCE**

- a. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  - (1) Building Code requirements.
  - (2) Health and safety regulations.
  - (3) Utility company regulations.
  - (4) Police, Fire Department and Rescue Squad rules.
  - (5) Environmental protection regulations.
- b. Standards: Comply with NFPA Code 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI-ALO Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library 'Temporary Electrical Facilities.'
- c. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- d. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

**3. PROJECT CONDITIONS**

Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload system, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site. Relocate temporary utilities as Work progresses.

**4. TEMPORARY UTILITIES**

- a. Electrical Power and Lighting: Electrical service will be provided by the Owner. Any extensions required from central location to Contractor's trailers will be at Contractor's expense.
- b. Portable Water: Water service will be provided by the Owner and will be centrally located for Contractor's use. Extensions of the water supply for Contractor's exclusive use will be the responsibility of the Contractor.
- c. Temporary Toilets: Temporary toilets will be provided by Construction Manager. Contractor's trailer hookup is the Contractor's responsibility.
- d. Temporary Fire Safety Equipment for General Use: Temporary fire safety equipment will be provided by each Contractor, per OSHA standards.. Contractor is responsible for providing fire extinguishers for Contractor's own trailers and use, as required, when cutting and burning operations are performed by Contractor.
- e. Dumpsters and Waste Disposal Service: Rubbish containers and rubbish disposal service will be provided by the Owner unless noted otherwise in the CSP Package Scope of Work. Contractor must not use these containers for the disposal of earth, surplus or slop concrete, hazardous materials, or steel stock. Contractor must dispose of these elements at Contractor's own expense.

**5. ADDITIONAL DESCRIPTIONS AND LOCATIONS OF TEMPORARY SERVICES AND SYSTEMS:**

- a. Refer to the Site Utilization Plan and the following paragraphs.
  - (1) Furnishing, installing or otherwise providing any or all of the following temporary facilities, structures or services as they may be necessary or required for or during performance of the Contractor's Work is the responsibility of the Contractor.
    - (a) Temporary field office facilities complete, including all furniture, heat, cooling, lighting, telephone, plumbing and toilet fixtures as may be required for Contractor's exclusive use. Site location and number are subject to approval of the Construction



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Manager.

- (b) Temporary storage facilities, sheds or buildings as may be required for the proper protection or storage of materials and equipment. Site location and number are subject to approval of Construction Manager.
  - (c) Temporary extension from, and hookup to all temporary utilities that have been provided to a common point for use by the separate Contractors during construction.
  - (d) Maintenance, cleanup and removal of all temporary facilities provided by the Contractor for Contractor's exclusive use.
  - (e) Furnishing, erection, maintenance and removal of all temporary hoists and scaffolding as may be required by the Contractor for the performance of the Contractor's Work.
  - (f) Temporary drainage and dewatering measures, including all pumping, drainage, erosion control or other work, required to protect the Work of the Contractor.
  - (g) All temporary facilities, structures, services or items of work specifically required or defined in the CSP Package Scope of Work or otherwise required by the Contract Documents for Contractor's Work.
  - (h) Distribution of drinking water for Contractor's construction personnel.
  - (i) At the end of each day's work, cover, or otherwise protect, as required, all work subject to damage by adverse weather conditions. Provide, as far as possible, adequate weather protection to permit Contractor to work on a continuous basis without shutdown due to temperature or weather conditions.
  - (j) Do not remove or disconnect temporary services until the new parts are installed, properly connected and ready for use. Perform changeover work expeditiously so that the change from temporary to permanent services leaves no part of the building or premises without adequate service. If this is not possible, provide the Construction Manager with Contractor's changeover plan for Architect's and Construction Manager's approval. Do not proceed with changeover of services until approval is obtained.
- b. Temporary Electric System (Electric Service and Distribution):
- (1) Concurrent with excavation operations, the central service will be installed from the Utility Company's service point to the central distribution point on-site. Distribution from this point to the building will be installed including any main disconnect switch or switches, supports, protective enclosure and grounding.
  - (2) In the trailer area, service will terminate in a panelboard equipped with circuit breakers. Service characteristics available will be 120/208 volts, three phase, 4 wire. Total capacity to be shared shall be 400 amps.
  - (3) As building construction progresses, the distribution will be extended to designated distribution points within the building. These distribution locations will provide:
    - (a) Panelboard for breakers for lighting and hand tool circuits throughout the area served.
    - (b) Panelboard and breakers for twenty (20) 20 amp circuits for connection of bench tools, such as pipe threaders, etc.
    - (c) The distribution will be extended upward to other floors of the building as work progresses.
    - (d) As the work progresses and structure and decks are constructed, the lighting/hand tool circuits will be installed throughout the building according to the following criteria:
      - i. Temporary lighting shall be installed in all areas and rooms, including all platforms, levels and stairways but excluding crawl spaces, duct and riser

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shafts. Temporary lighting shall be a minimum of 5 foot candles at 4 feet above finished floor. Each room or enclosed area shall have, at least, one lighting and one tool outlet. Where 100 watt lights are used, the outlets shall consist of double weatherproof sockets. One (1) socket shall be used for the 100 watt lamp and the other socket shall be used for portable power tools. ONLY G.F.I. BREAKERS WILL BE ALLOWED. THERE WILL BE NO EXCEPTIONS.

- ii. Any temporary lighting required beyond the foregoing shall be provided by the Contractor requiring the same and the work will be paid for by the respective Contractor.

(e) Any extension cords will be provided by the respective Contractor.

(f) Connecting and disconnecting Contractor's tools and equipment to (and from) the above distribution system will be performed by qualified personnel. ALL grounding as required by the National Electrical Code, OSHA or any and all local codes, including approved ground fault interrupters, shall be furnished and installed at the Electrical Contractor's expense.

(g) All separate Contractors must share the system provided and average usage is anticipated. Any Contractor anticipating fabrication area or operations must coordinate Contractor's own needs through the Construction Manager. If additional distribution is required and available at the control service, it will be provided at the Contractor's expense.

(4) Following termination of use of the project temporary electric systems as provided above and use of the permanent electric systems is being used for construction purposes, it will be the responsibility of all separate Contractors to furnish and utilize approved GROUND FAULT CIRCUIT INTERRUPTERS in conjunction with any electrical extension cord, electrical portable equipment or any other electrical powered construction device that is to be plugged into any permanent building electrical outlet.

(5) The Electrical Contractor may be requested In the CSP Package 'Scope of Work' to include part or all of the above described temporary service, distribution and maintenance. Review Scope of Work carefully.

(6) Payment for Electrical Service: The Owner will pay for the cost of all energy consumed by all separate Contractors during the construction period metered through this system.

c. Temporary Heating:

(1) Each separate Contractor shall be responsible for providing Contractor's own temporary heat and weathertight enclosures as required for the satisfactory performance of Contractor's Work and to comply with the construction schedule. Temporary heat systems must be approved by the Construction Manager.

(2) Temporary Use of Building System:

(a) It is intended that the permanent building system will be utilized to provide "temporary heat" during the major portion of construction operations.

(b) It is anticipated that activation of the building heating/cooling system will be critical to the completion of the Project and, therefore, actuation of the permanent system will be scheduled for the earliest possible time.

(c) Within these parameters each separate Contractor must provide any supplemental heat required to perform Contractor's Work.

(d) Temporary Water:

i. Temporary water distribution as indicated on the Site Utilization Plan will be provided for the use of all separate Contractors and to provide a temporary fire protection system.

ii. The temporary fire protection system shall be installed using the permanent standpipes and risers, and shall be installed as rapidly as

**GALLAGHER**

construction permits.

- iii. Temporary fire standpipe connections, including pipefittings and valves shall be provided at the location of each permanent hose rack or station as shown on the Contract Drawings.
- iv. At each temporary riser connection shall be provided a temporary hose rack, 100 feet of 1-1/2" UL approved fire hose system with brass couplings and a 1-1/2" nozzle. The system shall also provide 2-1/2" valved, capped connection at each location together with 1- 1/2" valved connection with a pair of hose bibs. Hose adapters on the discharge side of the 2-1/2" valve shall be compatible with hose fittings used by the local fire department.
- v. All separate Contractors are responsible for providing Contractor's own hoses to bring water from the hose rack location to Contractor's work areas. Only heavy duty 3/4" hose in good condition will be permitted in use in the interior of the building. The discharge end of each hose shall be equipped with a means of positive shut off. The use of hoses that leak at connections or elsewhere throughout their length will not be permitted. All hoses shall be disconnected from hose bibbs when not in use and before the end of each workday.
- vi. When no longer required, as determined by the Construction Manager, the temporary systems shall be dismantled and removed.
- vii. Water will be provided to all separate Contractors without cost, and any billings therefore will be paid by the Owner.
- viii. The Plumbing Contractor may be requested in the CSP Package "Scope of Work" to include furnishing, installing and dismantling, and removing the temporary water/temporary fire protection system described above. In such event, the temporary equipment and materials so removed shall become the property of the Plumbing Contractor. REVIEW SCOPE OF WORK CAREFULLY.

**PRODUCTS****1. MATERIALS**

- a. Materials and equipment may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- b. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shut-off nozzles at hose discharge.
- c. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- d. Electrical Power Cords: Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- e. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- f. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

**EXECUTION**

Not used

---END OF SECTION---

**01 52 00-CONSTRUCTION FACILITIES AND CONTROLS**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. SUMMARY**

- a. This Section specifies requirements for Construction Cleaning and Temporary Controls.
- b. Refer to Section 01 81 00 - CSP Packages Scope of Work for separate requirements.

**2. PRODUCTS**

- a. Cleaning Materials and Methods
  - (1) Use only cleaning materials and methods recommended by the manufacturer of surface to be cleaned.
  - (2) Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**3. EXECUTION**

- a. Construction Cleaning
  - (1) Daily:
    - (a) Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain site in clean and orderly condition.
    - (b) Remove all crates, cartons and other flammable waste materials or trash resulting from Contractor's work from the building and site at the end of each day.
    - (c) Use debris and rubbish chute erected, located and maintained by the Construction Manager or use covered containers provided by Owner for deposit of debris and rubbish. Rubbish chute and covered containers are provided for the use of all Contractors on the Project unless specifically directed otherwise.
    - (d) Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to closing the space.
    - (e) Broom clean interior areas prior to start of surface finishing, and continue cleaning on as-needed basis.
    - (f) Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.
  - (2) Weekly:
    - (a) Participate in general project cleanup under the direction of the Construction Manager. Refer to requirements for Contractor's participation described in Section 01 81 00 CSP Packages Scope of Work.
  - (3) Final:
    - (a) Clean all surfaces under Contractor's control as required to make them free of spatters or other deposits of the following:
      - i. Paint
      - ii. Plaster
      - iii. Mortar
      - iv. Concrete
      - v. Adhesives
      - vi. Roofing
      - vii. Dirt

**GALLAGHER**

- 
- viii. Soil
      - ix. Oil
      - x. Any other material foreign to the surface involved
    - (4) Leave the following generally unfinished areas clean and free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust:
      - (a) Elevator shafts.
      - (b) Electrical closets.
      - (c) Pipe and duct shafts.
      - (d) Chases.
      - (e) Furred spaces.
      - (f) Similar spaces that are generally unfinished.
    - (5) Prevent soiling or damaging the work of other Contractors. Be responsible for costs incurred to clean or repair the work of other Contractors.
    - (6) Remove tools, equipment, machinery and surplus materials from the site at completion of work.
  - b. Contractor's Storage, Trailer and Work Areas:
    - (1) Maintain areas in a sanitary condition to minimize the hazard of attracting vermin and breeding mosquito's.
    - (2) Use rodent extermination materials approved by the local health department or other agency having jurisdiction.
    - (3) Repay Construction Manager for costs incurred to remedy Contractor's noncompliance.
  - c. Vehicle Cleaning - Trucking:
    - (1) Clean mud and debris from all vehicles before leaving the site.
    - (2) Provide adequate personnel for this purpose throughout the progress of Contractor's work.
    - (3) Load earthen materials or loose debris on trucks leaving the site in a manner that will prevent dropping of materials on streets.
    - (4) When necessary, fasten suitable coverings over the load before entering surrounding paved streets. Provide similar coverings, as required, over earthen loads being delivered to the site.
    - (5) Conform to local regulations regarding load limits.
    - (6) Be responsible for costs incurred due to failure to comply.
  - d. Vehicle Cleaning - Concrete Trucks:
    - (1) Use cleaning locations designated by Construction Manager. Do not use the wash down area to clean out concrete mix trucks.
    - (2) Conduct cleaning operations in such manner as to prevent spillage of fluid or concrete to the ground or penetration of existing ground soil.
    - (3) Remove all residue accumulated from the cleaning operation of concrete equipment from the site. Refer to Section 01 81 00 - CSP Packages Scope of Work for responsible Contractor.

4. **DUST CONTROL**

Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

5. **EROSION AND SEDIMENT CONTROL**

**GALLAGHER**

- a. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - b. Minimize amount of bare soil exposed at one time.
  - c. Provide temporary measures such as berms, dikes, and drains to prevent water flow. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - d. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - e. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
6. **POLLUTION CONTROL**  
Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
7. **TRAFFIC AND PARKING CONTROL**  
Construction personnel shall not use the adjacent parking lots for parking of their vehicles.
8. **BARRICADES**
- a. Do not remove, alter or render ineffective any barricades, railings or covers without coordination of the Construction Manager.
  - b. Upon completion, repair or replace barricades, railings or covers in order to meet safety standards if required to turn over to others.
9. **WARNINGS AND DETOUR SIGNS**
- a. Provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersection, and along detours to direct traffic around closed portions of roadways.
  - b. At Contractor's expense, whenever necessary or required, provide and maintain fences, temporary roadways, temporary cross signs, watchmen and warning lights.
  - c. Take other precautions required to protect life and property.
  - d. Illuminate all barricades and obstructions at night. Keep barricade lights on from one-half hour before sunset, until one-half hour after sunrise or longer as required for weather conditions and unusual conditions.
  - e. When conducting cutting or removal operations, or when creating openings or holes, provide barricades, flagmen, or other means for protective measures to prevent exposure to potential injury of other workmen and the public. Maintain until Contractor's operation is complete.
10. **MATERIALS AND LIFTING DEVICES**
- a. Deliver materials, equipment and hoisting equipment to site in a timely manner.
  - b. Do not use any vertical lifting device, whether stationary material hoist, mobile crane or other means, until coordinated with Construction Manager.
11. **SLEEVES, INSERTS AND HANGERS**  
Unless otherwise indicated, provide and install all sleeves, inserts, hangers and similar items required to perform the Contractor's Work.
12. **SIGNAGE**  
Do not erect any signage on site without specific authorization of the Owner through the Construction Manager.

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

**01 65 00-TRANSPORTATION AND HANDLING  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

- a. Packaging, Transportation
- b. Delivery and Receiving
- c. Product Handling

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 – General Conditions.
- b. Section 01 32 13 – Progress Schedules
- c. Section 01 33 13 – Shop Drawings, Product Data and Samples: Manufacturer's Instruction's
- d. Section 01 66 00 – Storage and Protection
- e. Section 01 81 00 – Scope of Work
- f. Individual Sections: Specific requirements for packaging, shipping and handling

**PRODUCTS**

**Not Used**

**EXECUTION****1. PACKAGING, TRANSPORTATION**

- a. Require supplier to package products in boxes or crates for protection during shipment, handling and storage. Protect sensitive products against exposure to elements and moisture.
- b. Protect sensitive equipment and finishes against impact, abrasion and other damage.

**2. DELIVERY AND RECEIVING**

- a. Arrange deliveries of products in accordance with construction progress schedules. Allow time for inspection prior to installation.
- b. Coordinate deliveries to avoid conflict with Work and conditions at site, limitations on storage space and availability of personnel and handling equipment.
- c. Deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- d. Clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- e. Immediately on delivery, inspect shipment to assure:
  - (1) Product complies with requirements of Contract Documents and reviewed submittals.
  - (2) Quantities are correct.
  - (3) Accessories and installation hardware are correct.
  - (4) Containers and packages are intact and labels legible.
  - (5) Products are protected and undamaged.

**3. PRODUCT HANDLING**

- a. Provide equipment and personnel to handle products, including those provided by Owner, by methods to prevent soiling and damage.
- b. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- c. Handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

**END OF SECTION**

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**01 66 00-STORAGE AND PROTECTION**
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**
**GENERAL REQUIREMENTS**
**1. REQUIREMENTS INCLUDED**

- a. Storage, General
- b. Enclosed Storage
- c. Exterior Storage
- d. Maintenance of Storage

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 – General Conditions
- b. Section 01 11 00 – Summary of Work
- c. Section 01 52 00 – Construction Facilities and Controls; Storage Facilities
- d. Section 01 52 00 – Construction Facilities and Controls; Protection of installed work.
- e. Section 01 65 00 – Transportation and Handling
- f. Section 01 78 39 – Project Record Documents

**PRODUCTS**

**Not Used**

**EXECUTION**
**1. STORAGE, GENERAL**

- a. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.
- b. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

**2. ENCLOSED STORAGE**

- a. Store products, subject to damage by the elements, in substantial weather-tight enclosures.
- b. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
- c. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.
- d. Store unpacked and loose products on shelves, in bins or in neat groups of like items.

**3. EXTERIOR STORAGE**

- a. Provide substantial platforms, blocking or skids to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.
- b. For products subject to discoloration or deterioration from exposure to the elements, cover with impervious sheet material. Provide ventilation to avoid condensation.
- c. Store loose granular materials on clean, solid surfaces such as pavement or on rigid sheet materials, to prevent mixing with foreign matter.
- d. Provide surface drainage to prevent erosion and ponding of water.
- e. Prevent mixing of refuse or chemically injurious materials of liquids.
- f. Exterior storage layout must be kept within the construction site unless off-site storage is provided by the Owner. Each Contractor shall coordinate site layout with Owner. Owner must approve all layout.

**4. MAINTENANCE OF STORAGE**



- 
- a. Periodically inspect stored products on a scheduled basis.
  - b. Verify that storage facilities comply with manufacturer's product storage requirements.
  - c. Verify that the manufacturer required environmental conditions are maintained continually.
  - d. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of the Contract Documents.

5. **MAINTENANCE OF EQUIPMENT STORAGE**

- a. For mechanical and electrical equipment in long-term storage, provide manufacturer's service instructions to accompany each item, with notice of enclosed instructions shown on exterior of package.
- b. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a record document.

--- END OF SECTION ---

GALLAGHER

**01 74 23-FINAL CLEANING****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

Final cleaning of project and related site work.

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00 - General Conditions: Cleaning Up.
- b. Section 01 52 00 - Construction Facilities and Controls: Cleaning during construction.
- c. Section 01 77 00 - Contract Closeout Procedures.
- d. Individual Specifications Sections: Specific cleaning for product or work.

**3. DESCRIPTION**

Execute cleaning prior to inspection for Substantial Completion of the Work.

**PRODUCTS****1. CLEANING MATERIALS**

- a. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- b. Use only materials and methods recommended by manufacturer of material being cleaned.

**EXECUTION****1. CLEANING**

- a. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed-to-view surfaces.
- b. Remove temporary protection and labels not required to remain.
- c. Clean finishes free of dust, stains, films and other foreign substances.
- d. Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- e. Vacuum clean carpeted and similar soft surfaces.
- f. Clean, damp mop, wax, and polish resilient and hard-surface floor as specified.
- g. Clean surfaces of equipment; remove excess lubrication.
- h. Clean plumbing fixtures and food service equipment, to a sanitary condition.
- i. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- j. Clean light fixtures and lamps.
- k. Maintain cleaning until Final Completion.
- l. Remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage systems.
- m. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

--- END OF SECTION ---

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**01 77 00-CONTRACT CLOSEOUT PROCEDURES  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

Administrative provisions for Substantial Completion and for final acceptance.

**2. RELATED REQUIREMENTS**

- a. Section 00 72 00, General Conditions of Contract: Fiscal provisions, additional administrative requirements.
- b. Section 01 11 00, Summary of Work: Owner occupancy.
- c. Section 01 74 23, Final Cleaning.
- d. Section 01 78 39, Project Record Documents.
- e. Section 01 78 23, Operation and Maintenance Data.
- f. Section 01 78 33, Warranties and Bonds.
- g. Section 01 78 43, Spare Parts and Maintenance Materials.

**3. SUBSTANTIAL COMPLETION**

- a. When Contractor considers Work or designated portion of Work is substantially complete, Contractor is to submit written notice to the Construction Manager with list of items to be completed or corrected.
- b. Should Architect or Construction Manager inspection find Work is not substantially complete, he will promptly notify Contractor in writing, listing observed deficiencies. If the Contractor's submitted list of deficient items does not accurately portray the condition of the project, the Architect will not provide a list of deficiencies but instead will notify the Contractor to revise his list and resubmit.
- c. Contractor shall remedy deficiencies and send a second written notice of substantial completion to the Construction Manager.
- d. When Architect finds Work is substantially complete he will prepare a Certificate of Substantial Completion in accordance with provisions of General Conditions.

**4. FINAL COMPLETION**

- a. When Contractor considers Work is complete, submit written certification to the Construction Manager that:
  - (1) Contract Documents have been reviewed.
  - (2) Work has been inspected for compliance with Contract Documents.
  - (3) Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
  - (4) Equipment and systems have been tested, adjusted and balanced, and are fully operational.
  - (5) Operation of systems has been demonstrated to Owner's personnel.
  - (6) Work is complete and ready for final inspection.
- b. Should Architect or Construction Manager inspection find Work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- c. Contractor shall remedy deficiencies and send a second certification of final completion.
- d. When Architect finds work is complete, he will consider closeout submittals.

**5. RE-INSPECTION FEES**

- a. Should status of completion of Work require re-inspection by Architect due to failure of Work to comply with Contractor's claims on initial inspection, Owner will deduct the amount of Architect and appropriate consultants compensation for re-inspection services from final payment to Contractor.
- b. Backcharges of the testing lab for re-testing nonconforming work, "false start" trip expenses, and overtime charges will be deducted from the final payment.

**GALLAGHER****6. CLOSEOUT SUBMITTALS**

- a. Evidence of Compliance with Requirements of Governing Authorities:
  - (1) Certificate of Occupancy.
  - (2) Certificates of Inspection required for mechanical and electrical systems.
- b. Project Record Documents: Under provisions of Section 01 78 39.
- c. Operation and Maintenance Data: Under provisions of Section 01 78 23.
- d. Warranties and Bonds: Under provisions of Section 01 78 33.
- e. Spare Parts and Maintenance Materials: Under provisions of Section 01 78 43.
- f. Keys and Keying Schedule: Under provisions of Section 08710.
- g. Evidence of Payment and Release of Liens: In accordance with Conditions of the Contract.
- h. Consent of Surety to Final Payment.
- i. Certificates of Insurance for Products and Completed Operations: In accordance with General Conditions.
- j. The Contractor shall furnish, for the Owner, an affidavit certifying that he has reviewed all shop drawings submitted by his sub-contractors and material/equipment suppliers, and to the best of his knowledge the building project is free of environmentally hazardous materials, including but not limited to asbestos or asbestos containing materials, lead lined water tanks in electric water coolers and lead based solder in domestic water systems, PCB, all materials containing volatile organic components are in strict compliance with all requirements and that all hazardous materials have been disposed of in strict compliance with EPA requirements.

**7. STATEMENT OF ADJUSTMENT OF ACCOUNTS**

- a. Submit final statement reflecting adjustments to Contract Sum indicating:
  - (1) Original Contract Sum.
  - (2) Previous change orders.
  - (3) Changes under allowances.
  - (4) Changes under unit prices.
  - (5) Deductions for uncorrected work.
  - (6) Penalties and bonuses.
  - (7) Deductions for liquidated damages.
  - (8) Deductions for re-inspection fees.
  - (9) Other adjustments to Contract Sum.
  - (10) Total Contract Sum as adjusted.
  - (11) Previous payments.
  - (12) Sum remaining due.
- b. Architect will issue a final Change Order reflecting approved adjustment to Contract Sum not previously made by change orders.

**8. APPLICATION FOR FINAL PAYMENT**

Submit application for final payment in accordance with provisions of Conditions of the Contract.

**PRODUCTS**

Not Used

**EXECUTION**

Not Used

-- END OF SECTION --

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**01 78 23-OPERATION AND MAINTENANCE DATA**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. REQUIREMENTS INCLUDED**

- a. Format and content manuals.
- b. Instruction of Owner's personnel.
- c. Schedule of submittals.

**2. RELATED REQUIREMENTS**

- a. Section 01 33 13, Shop Drawings, Product Data, and Samples.
- b. Section 01 40 13, Contract Quality Control: Manufacturer's instructions.
- c. Section 01 79 00, Systems Demonstration.
- d. Section 01 77 00, Contract Closeout Procedures.
- e. Section 01 78 39, Project Record Documents.
- f. Section 01 78 33, Warranties and Bonds.
- g. Individual Specifications Sections: Specific requirements for operation maintenance data.

**3. QUALITY ASSURANCE**

Prepare instructions and data by personnel experienced in maintenance and operation of described products.

**4. FORMAT**

- a. Prepare data in the form of an instructional manual.
- b. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binder with hardback, cleanable, plastic covers; three inch maximum ring size. When multiple binders are used, correlate data into related consistent grouping.
- c. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project identify subject matter of contents.
- d. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.
- e. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- f. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- g. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

**5. CONTENTS, EACH VOLUME**

- a. Table of Contents: Provide title of Project; names addresses, and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- b. For Each Product or System: List names, addresses, and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- c. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- d. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- e. Typed Text: As required to supplement product data. Provide logical sequence of instructions for

each procedures, incorporating manufacturer's instructions specified in Section 01 40 13.

- f. Warranties and Bonds: Bind in copy of warranty with its related material information.

6. **MANUAL FOR MATERIALS AND FINISHES**

- a. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- b. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- c. Moisture-protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- d. Additional Requirements: As Specified in individual Specifications sections.

7. **MANUAL FOR EQUIPMENT AND SYSTEMS**

- a. Each item of Equipment and Each System: Include description of unit or system, and component parts. Give function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.
- b. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- c. Include as-installed color-coded wiring diagrams.
- d. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- e. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- f. Provide servicing and lubrication schedule, and list of lubricants required.
- g. Include manufacturer's printed operation and maintenance instructions.
- h. Include sequence of operation by controls manufacturer.
- i. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- j. Provide as installed control diagrams by controls manufacturer.
- k. Provide Contractor's coordination drawings, with as-installed color-coded piping diagrams.
- l. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- m. Provide a list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- n. Include test & balance reports as specified in Section 01660.
- o. Additional Requirements: As specified in individual Specifications sections.
- p. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

8. **INSTRUCTION OF OWNER PERSONNEL**

- a. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. For equipment requiring seasonal operation, perform instructions for other seasons within six (6) months.
- b. Use operation and maintenance manuals as basis for instruction. Review contents of manual with

personnel in detail to explain all aspects of operation and maintenance.

- c. Prepare and insert additional data in Operation & Maintenance Manual when need for such data becomes apparent during instruction.

9. **SUBMITTALS**

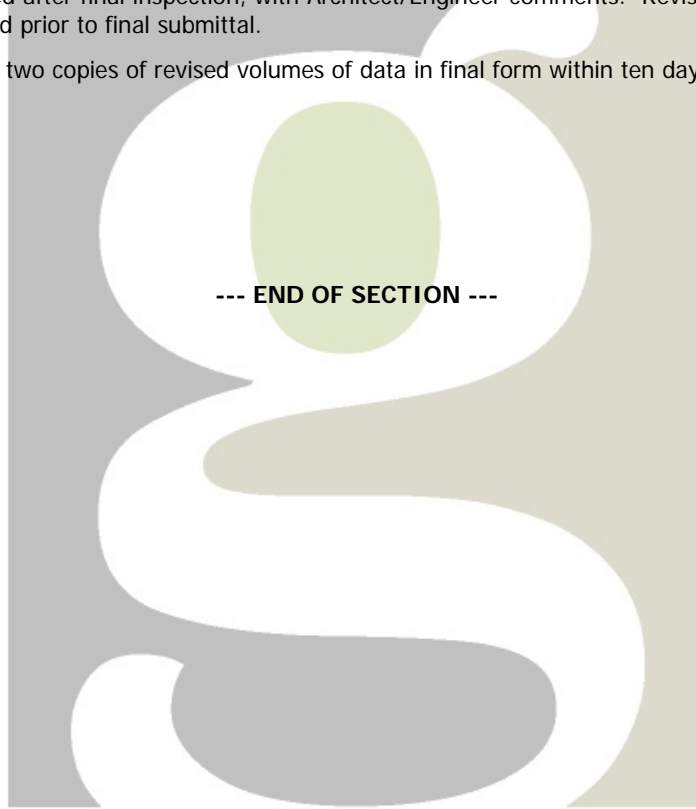
- a. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- b. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- c. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- d. Submit two copies of revised volumes of data in final form within ten days after final inspection.

**PRODUCTS**

Not Used

**EXECUTION**

Not Used



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**01 78 33-WARRANTIES AND BONDS****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

- a. Preparation and submittal of warranties and bonds.
- b. Schedule of submittals.

**2. RELATED REQUIREMENTS**

- a. Section 00 21 13, Information for Proposers: Proposal Bonds.
- b. Section 00 72 00, General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
- c. Section 01 77 00, Contract Closeout Procedures.
- d. Section 01 78 23, Operation and Maintenance Data.
- e. Individual Specifications Sections: Warranties and bonds required for specific Products or work.

**3. FORM OF SUBMITTALS**

- a. Bind in commercial quality 8-1/2 x 11-inch three-ring binders, with hardback, cleanable, plastic covers.
- b. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor; and name of responsible principal.
- c. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item. List the date of substantial completion below the table of contents title.
- d. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**4. PREPARATION OF SUBMITTALS**

- a. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- b. Verify that documents are in proper form, contain full information, and are notarized.
- c. Co-execute submittals when required.
- d. Retain warranties and bonds until time specified for submittal.

**5. TIME OF SUBMITTALS**

- a. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- b. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- c. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PRODUCTS**

Not Used

**EXECUTION**

Not Used

--- END OF SECTION ---



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## 01 78 39-PROJECT RECORD DOCUMENTS

### KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

#### **GENERAL REQUIREMENTS**

##### **1. REQUIREMENTS INCLUDED**

- a. Maintenance of Record Documents and Samples.
- b. Submittal of Record Documents and Samples.

##### **2. RELATED REQUIREMENTS**

- a. Section 00 72 00, General Conditions: Documents at the site.
- b. Section 01 33 13, Shop Drawings, Product Data, and Samples.
- c. Section 01 77 00, Contract Closeout Procedures.
- d. Section 01 78 23, Operation and Maintenance Data.
- e. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

##### **3. MAINTENANCE OF DOCUMENTS AND SAMPLES**

- a. In addition to requirements in General Conditions, maintain at the site for Owner one record copy of:
  - (1) Contract Drawings.
  - (2) Specifications.
  - (3) Addenda.
  - (4) Change Orders and other modifications to the Contract.
  - (5) Reviewed shop drawings, product data, and samples.
  - (6) Field test records.
  - (7) Inspection certificates.
  - (8) Manufacturer's certificates.
- b. Store Record Documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples. Keep diazo based products out of direct sunlight.
- c. Label and file Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- d. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- e. Keep Record Documents and samples available for inspection by Architect.

##### **4. RECORDING**

- a. Record information on a set of blue line opaque drawings, and in a copy of a Project Manual.
- b. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- c. Record information concurrently with construction progress. Do Not conceal any work until required information is recorded.
- d. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - (1) Measured depths of elements of foundation in relation to finish first floor datum.

- (2) Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
- (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
- (4) Field changes of dimension and detail.
- (5) Changes made by Modifications.
- (6) Details not on original Contract Drawings.
- (7) References to related shop drawings and Modifications.
- e. Specifications: Legibly mark each item to record actual construction, including:
  - (1) Manufacturer, trade name, and catalog number of each product actually installed particularly optional items and substitute items.
  - (2) Changes made by Addenda and Modifications.
- f. Other Documents: Maintain manufacturer's certifications, inspection certifications and field test records, as required by individual Specifications sections.

5. **SUBMITTALS**

- a. At Contract closeout, deliver Record Documents and samples under provisions of Section 01 77 00.
- b. Transmit with cover letter in duplicate, listing:
  - (1) Date.
  - (2) Project title and number.
  - (3) Contractor's name, address, and telephone number.
  - (4) Number and title of each Record Document.
  - (5) Signature of Contractor or authorized representative.

**PRODUCTS**

Not used

**EXECUTION**

Not used

--- END OF SECTION ---

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**01 78 43-SPARE PARTS, OVERAGES AND MAINTENANCE MATERIALS  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. REQUIREMENTS INCLUDED**

- a. Products required.
- b. Storage and delivery of products.

**2. RELATED REQUIREMENTS**

- a. Section 01 66 00 - Storage and Protection.
- b. Section 01 77 00 - Contract Closeout Procedures.
- c. Section 01 78 23 - Operation and Maintenance Data.
- d. Individual Specifications Sections: Specific spare parts and materials required.

**3. PRODUCTS REQUIRED**

- a. Provide quantities of products, spare parts, maintenance tools, and maintenance materials specified in individual sections to be provided to Owner, in addition to that required for completion of Work.
- b. Products: Identical to those installed in the Work. Include quantities in original purchase from manufacturer to avoid variations in manufacture.

**4. STORAGE, MAINTENANCE**

- a. Store products with products to be installed in the Work, under provisions of Section 01 66 00.
- b. After delivery of products to site, maintain spare products in same space and condition as products to be installed in the Work.
- c. When adequate, secure storage facilities are available at site, capable of maintaining conditions required for storage and not required for Contract work or storage, spare products may be stored in available space.
- d. Maintain spare products in original containers with labels intact and legible, until delivery to Owner.

**5. DELIVERY**

Coordinate with Construction Manager: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.

**PRODUCTS**

Not Used

**EXECUTION**

Not Used

--- END OF SECTION ---

GALLAGHER

**01 79 00-SYSTEMS DEMONSTRATION  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS****1. REQUIREMENTS INCLUDED**

Procedures for demonstration of equipment operation and instruction of Owner's personnel.

**2. RELATED REQUIREMENTS**

- a. Section 01 11 00, Summary of Work: Work sequence.
- b. Section 01 78 23 - Operation and Maintenance Data.
- c. Individual Sections: Specific requirements for demonstrating systems and equipment.

**3. QUALITY ASSURANCE**

- a. When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems, instruct Owner's personnel, and provide written report that demonstrations and instructions have been completed.
- b. Owner will provide list of personnel to receive instructions, and will coordinate their attendance at agreed-upon times.

**4. SUBMITTALS**

- a. Submit preliminary schedule for Owner's approval, listing times and dates for demonstration of each item of equipment and each system, two weeks prior to proposed dates.
- b. Submit reports within one week after completion of demonstrations, that demonstrations and instructions have been satisfactorily completed. Give time and date of each demonstration, with a list of persons present.

**PRODUCTS**

**Not used**

**EXECUTION****1. PREPARATION**

- a. Verify equipment has been inspected and put into operation in accordance with Section 01650; testing, adjusting, and balancing has been performed in accordance with Section 01660, and equipment and systems are fully operational.
- b. Have copies of completed operation and maintenance manuals at hand for use in demonstrations and instructions.

**2. DEMONSTRATION AND INSTRUCTIONS**

- a. Demonstrate operation and maintenance of equipment and systems to Owner's personnel two weeks prior to date of final inspection. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- b. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- c. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- d. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.

**3. TIME ALLOCATED FOR INSTRUCTIONS**

- a. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

--- END OF SECTION ---

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**01 80 00-GENERAL CLARIFICATIONS TO ALL PROPOSERS**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**GENERAL REQUIREMENTS**

**1. GENERAL CLARIFICATIONS**

- a. The contractor that is responsible for items included in this CSP package is a "Prime Contractor" of the Owner and thereby responsible for all of the requirements included in, but not limited to, Section 00 21 13 Information for Proposers, and General Conditions of the Contract.
- b. The items included herein are not intended to be all-inclusive. Therefore, each contractor shall examine all drawings, specifications, and other contract documents. Also, each contractor shall visit the project(s) site(s) to ensure a complete understanding of the scope of work required to complete this CSP package in its entirety.

**2. CONTRACT TIME**

- a. TIME IS OF THE ESSENCE IN THE COMPLETION REQUIREMENTS OF THIS PROJECT. CONSEQUENTLY, THE PROJECT IS A CALENDAR DAY PROJECT. THEREFORE, SATURDAYS, SUNDAYS AND HOLIDAYS ARE CONSIDERED WORKDAYS. THIS CSP PACKAGE CONTRACTOR SHALL STRICTLY COMPLY WITH THE ALLOTTED TIME FOR INSTALLATION OF ITS WORK, EXCEPT THAT THIS CSP PACKAGE CONTRACTOR SHALL AT ALL TIMES KEEP UP WITH THE OVERALL PROGRESS OF THE WORK AND SHALL NOT DELAY THE WORK OF OTHER TRADE CONTRACTORS.
- b. THE CONTRACTOR SHALL, AT ALL TIMES AND AT NO ADDITIONAL COST TO THE OWNER, PROVIDE SUFFICIENT MANPOWER, MATERIALS AND EQUIPMENT AS REQUIRED TO KEEP UP WITH THE PROGRESS OF THE OVERALL WORK OF THE PROJECT(S). THIS INCLUDES SATURDAYS, SUNDAYS, HOLIDAYS AND OVERTIME WORK IF REQUIRED.
- c. Individual CSP package substantial completion times stipulated for the various building sections may or may not be concurrent and may or may not be cumulative. Substantial completion times for the various building sections stipulated in the individual "CSP Package Schedule Milestones" dates may be concurrent depending upon the overall progress of the project. It is each contractor's responsibility to provide adequate materials and workers to complete their work pursuant to their "CSP Package Schedule Milestones" schedule.
- d. The Construction Manager shall schedule, sequence and coordinate the work activities of the overall construction project. It is the responsibility of this CSP Package Contractor to provide the necessary labor, materials, equipment and services and to coordinate and perform this CSP package work in accordance with the schedule and as required to stay abreast of the construction progress and to avoid delaying the work of other Trade Contractors.
- e. This CSP Package Contractor shall have a representative on-site at all times serving in a supervisory capacity. This person must be trained in this CSP Package Contractor's scope of work and capable of making the daily decisions that arise on the project.
- f. The Construction Manager will issue a verbal, written or verbal and written "Notice to Proceed" advising the Contractor when installation of the work is required to commence. This "Notice to Proceed" for the installation of the work, whether verbal, written or both, establishes the date that the contractor shall commence installation of its work on the project. Thereafter, the Contractor shall progress in a manner as required by the overall project schedule for substantial completion to occur no later than the date established herein or earlier if required by the overall project schedule.
- g. If it is possible for the Construction Manager to coordinate and sequence the work of this CSP package with the work of the other Contractors for substantial completion prior to the expiration of the duration specified, then it shall be compulsory for this Contractor, without additional cost to the Owner, to provide its fullest effort and cooperation as may be required to lessen the duration of the overall schedule to the maximum extent possible.
- h. Failure of this CSP Package Contractor to timely deliver all materials and to execute the substantial completion of the work on/or before the date(s) specified will result in the assessment of liquidated damages in accordance with the terms of the contract for construction.

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- i. If inclement weather prevents the Contractor from working during normal working hours at any time, the Contractor shall, if necessary and at no additional cost to the Owner, initiate the necessary action as required to regain the time lost due to the inclement weather conditions. Such action shall include: additional manpower, materials and/or equipment as required to compensate for the time previously lost; increased number of working hours per day; and/or the extension of work week to include the ensuing Saturday, Sunday or Holiday. Such action must satisfactorily provide for the progress of the work to be regained as determined by the construction manager.

3. **SAFETY**

- a. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH ALL OF THE OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY (29 CFR PART 1926 WITH AMENDMENTS AS PROMULGATED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION – OSHA – WITHIN THE U.S. DEPARTMENT OF LABOR).
- b. Contractor must provide name of Competent Person, per OSHA regulations, for the project to Gallagher Construction Services Safety Coordinator prior to commencing work on project.
- c. Contractor must provide two (2) copies of all Material Safety Data Sheet (MSDS) for all substances and materials to be used on the project to the Construction Manager prior to commencing work on the project.
- d. Contractor must conduct weekly ToolBox Safety Meetings. Minutes of these meetings and a list of attendees must be provided, on a weekly basis, to the project superintendent.
- e. Contractor must provide a minimum of one (1) Fire Extinguisher for every 3,000 Square Feet of project occupied by its employees for the duration of the Contractor's work activities to meet or exceed OSHA standards.

4. **PROJECT CLEAN-UP**

- a. The Construction Manager shall provide a trash container(s) at designated locations on site for the removal of all trash and debris from the project. It is the responsibility of this CSP Package Contractor to clean up trash and debris resulting from their Work on a daily basis and as directed by the Construction Manager and deposit such in the container for removal from the site.
- b. The Construction Manager will schedule a general clean up of the project one day each week for a duration of eight (8) hours.
- c. Each Contractor who has worked on the project at any time during the previous week shall provide clean up workers to be available at the time scheduled by the Construction Manager for the purpose of participating in the general clean up of the entire project.

\* A week is defined as Sunday to Saturday

\*\* Construction workers to be provided by this CSP Package

- d. The number of construction workers to be provided by the Contractor shall be proportionate to the average number of employees for the current week at a rate of one (1) clean-up worker for every five (5) employees on-site.

One (1) – Five (5) Employees	=	1 Cleanup Worker
Six (6) – Ten (10) Employees	=	2 Cleanup Workers
Eleven (11) or (15) Employees	=	3 Cleanup Workers

**One (1) additional worker for every five (5) additional employees on-site.**

- e. If the Contractor had no employees on the project during the current week, then he will not be required to participate in the general clean up work for that week.
- f. The CSP Package Contractor is responsible for the participation of its subcontractors in the general clean up work. Each Subcontractor will provide clean up workers on the same proportionate basis as each of the CSP Package Contractors.
- g. If at any time this CSP Package Contractor fails to participate in the required general clean up of the project, remove trash or debris or fails to perform other clean up work as directed by the Construction

**GALLAGHER**

Manager, the Owner will instruct the Construction Manager to provide the clean up labor at the expense of this CSP Package Contractor. The Construction Manager shall employ Two (2) temporary labor employees for each one employee to be provided by the Contractor to perform the CSP Package Contractor's general clean up work. The Construction Manager shall invoice the Contractor actual cost plus 25%. Payments to the Contractor may be withheld until such time as the Construction Manager is reimbursed in full for providing temporary cleanup labor for the Contractor.

5. **HAZARDOUS WASTE DISPOSAL**

- a. It is the responsibility of the Contractor to dispose of all hazardous waste, trash, debris, etc. in a manner which is in strict compliance with all current requirement of the Environmental Protection Agency (EPA), State, County, City and Local districts and authorities.
- b. THE WASTE CONTAINERS PROVIDED BY THE OWNER ON SITE ARE TO BE USED ONLY FOR NON-HAZARDOUS MATERIALS. The Contractor shall be responsible for legally disposing off site all hazardous materials for which the contractor is responsible.

6. **VOLATILE ORGANIC COMPOUND (VOC)**

The Contractor shall, during the duration of the contractors contract, be in strict compliance with all VOC requirements and regulation of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), State, County, City and Local Air Control District.

7. **NON-DISCRIMINATION**

In the performance of the work, this CSP Package Contractor hereby covenants that it shall take all necessary actions to ensure that it and its agents, employees and representatives shall not discriminate in the recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap, either directly, indirectly or through contractual or other arrangements, and shall comply with the provisions of all applicable state and federal civil rights acts, all amendments thereto, and all administrative rules and regulations issued pursuant thereto.

8. **TEXAS ACCESSIBILITY STANDARDS**

The Contractor shall, during the duration of the Contractors contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Contractor, at the Contractors sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by owner that contractors work is not in compliance.

9. **PERMITS AND FEES**

This CSP Package Contractor shall be responsible for paying for and obtaining all necessary fees as applicable to this scope of work. This shall include, but is not limited to, all Local, State and Federal Authorities.

10. **ON-SITE REPRESENTATIVE**

This CSP Package Contractor shall provide an on-site representative capable of making decisions for the company, directing other members of the company, setting work schedules for the company and interpreting contract documents. This person must be on site at all times during this scope of work. The on-site representative of each CSP Package Contractor must have the ability to effectively communicate with representatives of the Construction Manager, Architect and other Contractors. Failure to effectively communicate will result in replacement of the on-site representative at the request of the Construction Manager.

11. **PROJECT SECURITY**

- a. The Contractor shall require each employee of the contractor to wear company identification at all times when on the project site. Identification may be in the form of company name on hard hats or badge identification.
- b. Personnel not wearing company identification will be considered to be "unauthorized" and will be asked to leave the project site until proper identification is obtained.
- c. The Contractors', Sub-contractors', and Suppliers' personnel will be required to wear company identification on the same basis as the contractor.
- d. Criminal background checks, including criminal history, thumb-printing (if required by Owner) and

drug screening, for all construction workers performing work on the project site(s) will be required by the Owner. Criminal Background Checks shall be performed to identify offenses including, but not limited to, the following: Murder, Voluntary Manslaughter, Reckless Homicide, Aggravated Battery, Kidnapping, Criminal Confinement, Rape, Criminal Deviate Conduct, Child Molesting, Child Exploitation, Vicarious Sexual Gratification, Child Solicitation, Child Seduction, Sexual Battery, Sexual Misconduct with a Minor as a Class A or B Felony, Incest, Car Jacking and Arson. The background check shall include, as a minimum, the following: Social Security Verification, County Criminal Records, Municipal Records, Statewide Criminal Record Check for all Felony Convictions within Texas, Federal Criminal Records and Texas Sex and Violent Offender Registry. Proof of background check, thumb-printing (if required by Owner) and drug screening shall be provided to the Construction Manager prior to personnel working on the jobsites. Upon background clearance and at the discretion of the Construction Manager and direction of the Owner, each employee will be issued identification in the form of a badge or hard hat identification to be worn at all times while working on the project site. This shall be considered and included in the base proposal of each contractor on this project, compensation for this item will not be made after contract award. IF THE BACKGROUND CHECK ON ANY CONTRACTOR'S OR SUBCONTRACTOR'S EMPLOYEE REVEALS A CRIMINAL CONVICTION FOR ANY OF THE ABOVE STATED OFFENSES, THAT EMPLOYEE WILL NOT BE ALLOWED TO WORK ON THE PROJECT SITE, UNLESS APPROVED BY THE OWNER.

12. **ITEMS NOT SHOWN ON CONTRACT DOCUMENTS**

Each Trade Contractor is responsible for reviewing the plans and specifications for the requirements of the scope of work included in the CSP package and shall include within their proposal any and all items required for completion of the work included. Any items necessary for the completion of the scope of work for each CSP package, but not shown or indicated in the contract documents, shall be provided by the contractor requiring such, this shall include, but is not limited to, blocking, supports, conduit, power, etc.

--- END OF SECTION ---

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**CSP 01-B FINAL BUILDING CLEANING  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**DIVISION NO:                      SECTION:                      TITLE:**

**GENERAL SCOPE PROVISIONS**

**1.      SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a.      General Clarifications
- b.      Contract Time
- c.      Safety
- d.      Project Clean Up
- e.      Hazardous Waste Disposal
- f.      Volatile Organic Compound
- g.      Non Discrimination
- h.      Texas Accessibility Standards (TAS)
- i.      Permits and Fees
- j.      On Site Representative
- k.      Project Security

**2.      SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3.      PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER**

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**DATE.****4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**7. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**8. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**9. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**10. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**11. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**12. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**13. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal Form, each Proposer shall provide their Experience Modification

Ration (EMR) for the most recent completed year.

14. **INTERIOR BUILDING CLEANING:**

This CSP Package Contractor shall provide all supplies, equipment, labor and services as required to provide the final interior building cleaning service including but not limited to the construction components listed herein:

- a. Clean and polish all wood and plastic laminate cabinets including drawers and shelving.
- b. Clean and polish all wood, plastic laminate and metal doors, frames and hardware.
- c. Clean and polish all wood and plastic laminate open storage shelving.
- d. Clean and polish all counter surfaces.
- e. Clean and polish all resilient wall bases.
- f. Clean and polish all appliances and walk-in freezer including removal of interior packaging materials.
- g. Clean and polish all interior glass and mirrors, removing paint from glass and adjacent aluminum materials.
- h. Clean all resilient, rubber, resinous and terrazzo floors
- i. Clean and polish ceramic, porcelain and mosaic tile floors and wall surfaces.
- j. Spot clean carpet of minor soiled spots.
- k. Clean and polish all plumbing fixtures and trim.
- l. Clean and polish all toilet partitions and accessories.
- m. Vacuum clean all carpet.
- n. Clean all exposed concrete floor surfaces.
- o. Clean all sidewalks to curb line and porches.
- p. Dust, polish and clean all ductwork, structure, etc. in exposed ceiling areas.
- q. Clean all exposed structural members.
- r. Wipe down all painted bulkhead and slanted surfaces.

15. **WINDOWS: (EXTERIOR AND INTERIOR)**

- a. Clean all aluminum and metal frames.
- b. Clean and polish exterior and interior glass windows and entrance doors.

16. **AFTER PUNCH-LIST CLEANING:**

This CSP Package Contractor shall complete all of the scope of work identified in interior building cleaning above, except waxing of resilient floors, prior to final inspection by the Architect/Engineer. Following this inspection this CSP Package Contractor shall include a final wipe down of all surfaces, final vacuum of all carpet and the polish and final wax of all resilient floor areas.

17. **CARPET STEAM CLEANING:**

This CSP Package Contractor shall include, within the base proposal, steam cleaning of approximately 2000 square feet of carpet at the Justice Center project.

18. **EACH AREA OF THE PROJECT(S) SHALL BE CLEANED INDEPENDENTLY AND SHALL BE MANNED WITH SUFFICIENT PERSONNEL TO COMPLETE THE CLEANING REQUIREMENTS OF EACH AREA. ALL AREAS MAY BE AVAILABLE AT THE SAME TIME. IF THIS IS THE CASE, THIS CSP PACKAGE CONTRACTOR SHALL SUPPLY SUFFICIENT PERSONNEL AS REQUIRED TO COMPLETE THE WORK OF THIS CSP PACKAGE FOR EACH AREA SEPARATELY.**

**CSP PACKAGE EXCLUSIONS**

1. **EXTERIOR BUILDING SITE**
2. **EXTERIOR CONCRETE PAVED AREAS (EXCEPT PORCHES)**

3. **CONCRETE SEALING**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center:	Five (5) Calendar Days
Justice Center:	Five (5) Calendar Days/Floor

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 03-A - BUILDING CONCRETE**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
03	030133	CONCRETE SEALER
03	033000	CAST-IN-PLACE CONCRETE
03	033500	CONCRETE FLOOR FINISHING
03	035300	CONCRETE RAMPING MORTAR
05	055000.2.12	ABRASIVE METAL NOSINGS
07	071326	SELF-ADHERING SHEET WATERPROOFING
07	079200	JOINT SEALANTS
31	316329	DRILLED PIERS
<b>PET ADOPTION CENTER</b>		
03	031000	CONCRETE FORMING
03	032000	CONCRETE REINFORCING
03	033000	CAST-IN-PLACE CONCRETE
07	079200	CAULKING AND SEALING
31	316329	DRILLED PIERS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative



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k. Project Security

2. **SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 4/1/21.

7. **DISJOINT SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
1. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
2. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

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**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.

**20. SCHEDULE SUBMISSIONS:**

This CSP Package Contractor shall be required to submit a milestone schedule, broken down by area of the facility, to the Construction Manager within seven (7) days after contract award.

**21. CONCRETE SCOPE OF WORK CLARIFICATIONS:**

CSP 32-A shall complete the project requirements for all concrete as indicated in the civil drawings. CSP 03-A shall complete the project requirements for all concrete as indicated in the structural drawings. The only exceptions to these requirements are outlined here-in. Miscellaneous concrete items shown elsewhere in the contract documents shall be the responsibility of the CSP Contractor identified within each CSP Package (CSP 03-A/32-A).

**22. DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

**23. CONTROL GRID LAY-OUT**

This CSP Package Contractor shall provide two (2) control grid lines per area on the building concrete slab for lay-out purposes of this and other contractors, in locations as directed by the Construction Manager.

**24. STREET AND PARKING AREA CLEANING:**

This CSP Package Contractor shall be responsible for maintaining the streets and parking areas accessing the project free from mud and excess dirt resulting from construction operations. This maintenance shall continue for the duration of this CSP Package contract. Cleaning shall include either hand or mechanical broom sweeping and/or power washing as required and directed by the Construction Manager, on a daily basis if needed.

**25. GENERAL CONCRETE NOTES:**

This CSP Package Contractor shall furnish all labor, supervision, materials, equipment and services as required to complete the requirements of this CSP Package generally including, but not limited to, the items listed herein.

- a. General Note A – The building area shall be established to the subgrade elevation to within +/- 0.10 ft. and to a line 2'-0" outside the building perimeter by others. This line of excavation will generally follow the extreme building limits and will not conform to all indicated building offsets. This CSP Package Contractor shall provide all other structural excavation (including grade beam excavation), backfill and fine grade as required for the work of this CSP Package from the condition of the building excavation.
- b. General Note B – This CSP Package Contractor shall furnish and provide building batter boards, all layout and engineering, line and grade, for all construction elements required of this CSP Package. This shall include all pier layout.



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- c. General Note C – The CSP Package Contractor shall utilize procedures and methods as required for the screeding of all concrete slabs to achieve the requirements of the contract documents. Corrective action, if required, will be at this CSP Package Contractor's expense. Dipsticking and area loading may be required due to the design of the structure. This shall be included in the Contractor's proposal, compensation will not be made at a later date.
- d. General Note D– Prior to commencement of concrete operations, this CSP Package Contractor shall develop a placement plan and submit to the Engineer for approval. This plan shall indicate the limits and sequence of each concrete placement area as required for the entire project. Coordinate the sequence with the requirements of the Construction Manager's schedule for the project.
- e. General Note E – No excavation shall be left unplaced or unattended at any time without protective covering of the excavated area. This CSP Package Contractor shall furnish and place protective coverings in accordance with OSHA requirements of all open excavations left below sub-grade elevation. Provide protective cover caps over all protruding reinforcing and dowels above grade.
- f. General Note F – Blockouts and leaveouts may be utilized to expedite the project at the discretion of the Construction Manager. All blockouts and leaveouts shall be covered to meet OSHA requirements by this CSP Package Contractor.
- g. General Note G – This CSP Package Contractor shall furnish to the Construction Manager, Architect and Engineer as built locations of all piers prior to proceeding with the remainder of the concrete work. Any corrective action required due to incorrect pier placement, anchor bolt placement, etc. shall be at this CSP Package Contractor's expense.

26. **FORMED STRUCTURAL REINFORCED CONCRETE:**

- a. **EXCAVATION & BACKFILL:** Provide hand and machine excavation as required for concrete operations. Backfill and compact materials in conformance with requirements of contract documents. Provide and install backfill materials and compact perimeter grade beams utilizing materials as specified in the contract documents and geotechnical report. This CSP Package Contractor shall be responsible for locating and providing materials sufficient to complete the work. Shape and grade perimeter of building to +/- 0.10 ft. of finish sub-grade to 20' outside the building perimeter prior to the commencement of operations of others. Note: Backfill operations shall commence immediately upon the removal of forms to assist in the progression of the project.
- a. **CONCRETE OPERATIONS:** Fabricate, erect and remove all concrete form work, bulkheads, block outs, carton forms, styrofoam forms, and edge forms to size and shape as required by the contract documents including but not limited to the construction identified herein. Furnish and install all miscellaneous items, such as, but not limited to: built-in reglets, shear keys, expansion and control joint materials, and dovetail anchor slots as indicated on the drawings. The scope of work for this CSP Package shall generally include, but not be limited to, the following:
  - (1) FOUNDATION
    - (a) Concrete structure where indicated
    - (b) Footings
    - (c) Formed brick shelf
    - (d) Grade beams/walls
    - (e) Foundation walls
    - (f) All piers
    - (g) Pier Caps
    - (h) Pilasters
    - (i) Plinths
    - (j) Footings at retaining walls
    - (k) Void forms, protection boards, retainers, etc.
  - (2) SLAB

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- (a) Column block outs
- (b) Normal weight and/or light weight concrete
- (c) Slab block outs
- (d) Slab depressions
- (e) Slabs
- (f) Slab on metal deck
- (g) Slab on void forms

(3)

- OTHER**
- (a) Concrete curbs
  - (b) Clay caps
  - (c) Concrete caps at column base plates
  - (d) Concrete Infills
  - (e) Concrete soil retainers (including termination bars and filter fabric)
  - (f) Condenser unit pads
  - (g) Elevator pits
  - (h) Generator/transformer/chiller pads
  - (i) Granular backfill
  - (j) Grouting of base plates
  - (k) Housekeeping pads
  - (l) Mechanical isolation pads/mechanical unit pads
  - (m) Pan-filled stairs
  - (n) Polystyrene fill/EPS/Geofoam
  - (o) Poly vapor retarder & vapor barriers
  - (p) Retaining walls (structural)
  - (q) Ramps, stairs, landings and fill (pan filled and cast in place)
  - (r) Rustication joints
  - (s) Screen wall foundations
  - (t) Sand leveling beds
  - (u) Slab toppings
  - (v) Stair nosings/warning strips
  - (w) Starter ledges
  - (x) Structural stoops/porches
  - (y) Trench drains
  - (z) Waterstop

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**PIER CLARIFICATIONS:**

For bidding purposes, this CSP Package Contractor shall assume piers at the Justice Center to be drilled to the following depths, plus penetration: 45' below finished floor elevation at the Ground Level, 60' below finished floor elevation at the First Level, 55' below finished floor elevation at the Inmate Walkway and 45' below finished floor elevation at the Screen Walls and Service Pads. Straight shaft piers at the Justice Center shall be bid fully cased. Provide a per linear foot price in the appropriate location on the Construction Proposal

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Form to delete pier casing.

For bidding purposes, belled piers at the Pet Adoption Center shall be assumed to be 18' below finished floor elevation to bottom of the bell bearing.

27. **REINFORCING STEEL:**

This CSP Package Contractor shall furnish, fabricate and erect all reinforcing steel and welded wire fabric as required by the contract documents including use of specified support accessories. Allow enough reinforcing to extend from concrete to masonry as necessary.

28. **MISCELLANEOUS STEEL:**

This CSP Package Contractor shall install into the form work all miscellaneous steel items, furnished by others, required to be cast into the concrete as indicated by the documents including, but not limited to, the following:

- a. All embeds for structural steel.
- b. All mechanical, electrical, miscellaneous leaveouts/framed openings
- c. Angles
- d. Anchor bolts
- e. Column leveling plates
- f. Expansion joint assemblies in floor (block out for and install as directed by the Construction Manager)
- g. Inserts
- h. Sleeves
- i. Weld plates
- j. All miscellaneous steel items shall be left clean of all concrete debris and ready for use by other trades (i.e. anchor bolt threads). If items are damaged they shall be corrected by this CSP Package Contractor.

29. **MISCELLANEOUS SPECIALTY ITEMS:**

This CSP Package Contractor shall install all miscellaneous specialty items furnished by others as indicated by the documents, including but not limited to the following:

- a. Mechanical and electrical sleeves - Supplied by MEP trades

30. **CONCRETE PLACE AND FINISH:**

This CSP Package Contractor shall furnish, place, finish and cure all structural cast-in-place concrete materials in accordance with the contract documents. Utilize concrete placement equipment when required which shall be acceptable for the intended use. Contractor shall screed and place the concrete slabs utilizing methods and procedures that will assure flatness and levelness in accordance with the contract documents. Upon completion of the cured slab placement, the flatness and levelness shall be verified for conformance by this contractor. It shall be this CSP Package Contractor's responsibility to assist with flatness and levelness verification. All corrective work, if required, shall be the responsibility of this CSP Package Contractor. All remedial work shall be immediately corrected as directed and scheduled by the Construction Manager. This CSP Package Contractor shall, as required and prior to installation, perform all corrective work necessary to allow for the proper installation of the specified floor coverings by other contractors. Floor fill materials must meet all requirements of the flooring manufacturer on the project. This CSP Package Contractor shall verify manufacturer requirements with the Flooring Contractor(s) prior to performing any corrective work.

31. **FLOOR TOLERANCES:**

Finish leveling tolerances should exceed design criteria. Contractor shall submit written plan to Owner, through Construction Manager, describing Contractor's procedures to meet, monitor and inspect all criteria that will result in achieving design tolerances.

32. **BRIDGE SLAB/STRUCTURAL PORCH CLARIFICATION:**

This CSP Package Contractor shall install all bridge slabs and structural porches as shown or indicated in the contract documents. Grading will be provided in these areas to +/- .1' of finish grade. This CSP Package

Contractor shall perform all excavation required for the installation of the bridge slabs, structural porches, structural steps, beams and void boxes. This CSP Package Contractor shall provide expansion joints and sealants between the building, stoops, bridge slabs and structural porches as shown or indicated in the contract documents.

33. **RUB FINISH SURFACES:**

This CSP Package Contractor shall break and remove all form ties and fill tie holes as required. Provide a rub finish acceptable to the Construction Manager to all surfaces exposed to public view. All vertical surfaces shall be honed and filled smooth.

34. **GROUTING:**

This CSP Package Contractor shall furnish and install non-shrink grout as specified for all steel column base or leveling plates and all beam bearing plates as required for the building.

35. **SPOIL REMOVAL:**

This CSP Package Contractor shall remove and dispose of all spoils generated by the work of this CSP Package off-site. This CSP Package Contractor shall reshape, grade and leave in a smooth uniform finish all site areas disturbed by the operations of this CSP Package. This CSP Package Contractor shall not utilize the Owners' waste container to dispose of concrete, steel or earth spoils. Excavate a wash out area for ready mix trucks (not to be located next to a drain ditch or drainage structure). Do not allow runoff to occur from this trench. Concrete spoilage from washout of ready mix trucks shall be limited to this designated area selected by the Construction Manager and per the Storm Water Pollution Prevention Plan. All concrete spoils and excess reinforcing materials shall be loaded and removed from the site at project completion by this CSP Package Contractor.

36. **TEMPORARY SAFETY CONSTRUCTION:**

This CSP Package Contractor shall furnish materials, construct and remove the following temporary safety construction items in accordance with the requirements of OSHA standards (this list is in no way inclusive of all OSHA requirements that this CSP Package Contractor shall meet):

- a. Floor opening railing protection for all jobsite personnel
- b. Perimeter toe board around all elevated slab areas
- c. Provide protective cover caps over all protruding reinforcing and dowels
- d. Provide scaffolding, ladders, stairs, ramps to all work areas for use by all jobsite personnel
- e. Maintenance and upkeep of all temporary safety items installed by CSP 05-A after the work of CSP 05-A is complete
- f. Remove and dispose of temporary safety construction installed by others at elevated slab areas, floor openings, stairs, etc.
- g. Slab opening cover protection

37. **MIX DESIGNS:**

This CSP Package Contractor shall submit at least two (2) ready mix suppliers' mix designs for Engineer's approval.

38. **TEMPORARY ELECTRICAL POWER:**

Temporary electrical power will not be available on site for use by this CSP Package Contractor during the period of the building concrete operations.

39. **SCHEDULING CLARIFICATIONS:**

The following provisions shall be utilized by this CSP Package Contractor:

- a. Utilization of a minimum of two operating drilling rigs per area at each project until the completion of pier operations. For any day that two (2) drilling rigs are not on-site or operators are not available at each project testing lab charges shall be paid by this CSP Package Contractor.
- b. Work activities shall take place a minimum of six days a week. Work activities may take place seven

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(7) days a week at the discretion of the Construction Manager.

- c. Fully staffed crews shall be working in at least two areas simultaneously at each project throughout the duration of the structural phase.
- d. Enough forms shall be present to allow contractor to always "form ahead" in lieu of waiting on form stripping.
- e. Concrete shall be scheduled far enough in advance to meet the proposed placement schedule.
- f. Crews shall be adequately staffed with workers proficient in their individual tasks.
- g. Grade beam operations shall begin as soon as 20 piers are complete in an area.
- h. A crew shall consist of a minimum of Fifteen (15) workers.

40. **WATERPROOFING ITEMS:**

This CSP Package Contractor shall provide the necessary labor, equipment, and materials to complete the following items:

- a. Waterproof cap sheets
- b. Waterstop
- c. Vapor barriers (extend vapor barrier to below grade masonry where shown)
- d. Concrete sealing
- e. Waterproofing membrane at grade beams/retaining walls
- f. Waterproofing requirements at elevator pit
- g. Sheet vapor retarders
- h. All other items necessary to have a complete scope of work

41. **SHORING:**

This CSP Package Contractor shall furnish and install shoring, bracing, etc. as necessary to complete these CSP Package operations. Shoring shall be left in place and maintained by this CSP Package Contractor until all trades can complete work in that area and the shoring can be removed.

42. **FINAL SITE GRADING CLARIFICATIONS:**

Final Site Grading Operations shall be completed as follows:

Near the completion of the project (as directed by the Construction Manager), CSP Package 31-A, Excavation shall be responsible for the following:

- a. Backfill curbs, sidewalks, islands, buildings, and all other items as necessary to bring grade to within +/- 0.1' of final grade as indicated in the contract documents.
- b. Fill tracks, ruts, and holes developed due to construction operations.
- c. Removal of rocks/bricks 1" in diameter and larger, trash, and all other construction debris from the entire project site.
- d. Removal and haul off of temporary staging areas, temporary roads and construction entrances.

Prior to the start of Landscaping, CSP Package 32-B, Landscaping and Irrigation shall be responsible for the following:

- a. Grading, spreading, and distribution of soil to bring grade from +/- 0.1' to final grade level as indicated in the contract documents.
- b. Hand work and raking as necessary.
- c. Re-grading areas disturbed due to construction operations.
- d. Removal of gravel, rocks, bricks, trash and all other construction debris accumulated after the work of CSP 31-A is completed to properly prepare the site to receive landscaping.
- e. Removal and disposal of erosion control items, after permanent growth has been established (this will include remobilization as necessary).

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CSP Package 03-A shall be responsible for the following:

- a. Shape and grade perimeter of the building in a manner to allow the safe installation of scaffolding to 20' outside the building perimeter prior to the commencement of construction operations by others. The extent of the shaping and grading shall be completed to the satisfaction of the Construction Manager. Final grading under the building shall be performed just prior to steel erection.

**CSP PACKAGE EXCLUSION(S)**

1. **LABORATORY TESTING (EXCEPT FOR RE-TESTING)**
2. **FURNISHING OF EXPANSION JOINT ASSEMBLIES BY OTHERS. INSTALLATION OF FLOOR EMBEDDED ANGLES IS PART OF THIS CSP PACKAGE.**
3. **MASONRY REINFORCING**
4. **ALL SIDEWALKS, PAVING AND OTHER EXTERIOR CONCRETE ITEMS**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FIVE THOUSAND DOLLAR (\$5,000.00) allowance, within the base proposal of each project (\$10,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

## GALLAGHER

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

	<b>Pet Adoption Center</b>	<b>Justice Center</b>	
<b>PIERS AND PLINTHS</b>	<b>14</b>	<b>21</b>	<b>CALENDAR DAYS</b>
<b>GRADE BEAMS/FOUNDATION WALLS</b>	<b>14</b>	<b>28</b>	<b>CALENDAR DAYS</b>
<b>SLAB ON METAL DECK</b>	<b>NA</b>	<b>7</b>	<b>CALENDAR DAYS/FLOOR</b>
<b>SLAB ON CARTON FORMS</b>	<b>14</b>	<b>21</b>	<b>CALENDAR DAYS</b>
<b>TOTAL STRUCTURAL CONCRETE</b>	<b>45</b>	<b>90</b>	<b>CALENDAR DAYS (TOTAL)</b>
<b>MISC. CONCRETE</b>	<b>10</b>	<b>14</b>	<b>CALENDAR DAYS (TOTAL)</b>

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

---END OF SECTION---

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## GALLAGHER

## CSP 04-A MASONRY

## KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
04	042113	BRICK VENEER MASONRY
04	042200	CONCRETE UNIT MASONRY
04	044200	EXTERIOR STONE CLADDING
04	047200	CAST STONE MASONRY
05	055000.2.13	LOOSE STEEL LINTELS
07	071900	WATER REPELLENTS
07	072100	THERMAL INSULATION
07	072726	FLUID-APPLIED MEMBRANE AIR BARRIERS
07	078413	PENETRATION FIRESTOPPING
07	078446	FIRE-RESISTIVE JOINT SYSTEMS
07	079200	JOINT SEALANTS
<b>PET ADOPTION CENTER</b>		
04	040500	MORTAR AND GROUT
04	040523	MASONRY ACCESSORIES – FLASHING
04	042113	BRICK MASONRY
04	042200	CONCRETE MASONRY UNITS
05	055000.2.02.A	ANCHORS
05	055000.2.02.B	MISCELLANEOUS PLATES AND SHAPES
05	055000.2.02.D	ALL EXPOSED TO VIEW MISCELLANEOUS SUPPORT MEMBERS SHALL BE PRIMED AND PAINTED AND ALL EXPOSED TO VIEW, COPING, DOWNSPOUTS, FLASHING, AND SIMILAR TYPE METALS SHALL BE PRE-FINISHED
05	055000.2.02.E	STRAPPING AND BANDING
07	071113	DAMPPROOFING
07	071900	WATER REPELLENT
07	072100.2.02.E	FOAMED-IN-PLACE-INSULATION
07	072100.2.02.F	FILL ALL OPEN CELLS AND VOIDS IN HOLLOW CONCRETE MASONRY WALLS WHERE SHOWN ON DRAWINGS
07	072100.2.02.G	RIGID INSULATION
07	072100.2.02.H	FASTENERS
07	072700	FLUID-APPLIED MEMBRANE AIR BARRIERS
07	078400	FIRESTOPPING



GALLAGHER

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07	079200	CAULKING AND SEALING
10	100000.2.01.S	EXPANSION JOINT FILLER

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR’S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR’S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 5/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.

**GALLAGHER**

3. Furnish space on-site for the purpose of storing materials.  
Any material stored at a location furnished by the owner will be insured by the owner.  
All material delivered for storage must be accompanied by a bill of lading.
14. **HOISTING:**  
Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.
15. **MATERIALS STORED ON-SITE:**  
For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.  
All material delivered for storage must be accompanied by a bill of lading.
16. **LABOR UNIT COSTS:**  
During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.
17. **EXPERIENCE MODIFICATION RATIO (EMR):**  
In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.
18. **SCHEDULE OF VALUES CLARIFICATION:**  
After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.
19. **AS BUILT DOCUMENTATION:**  
This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.
20. **ENERGY CONSERVATION CODE:**  
All material(s) and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.
21. **GENERAL SCOPE CLARIFICATIONS:**  
This CSP Package Contractor shall provide all of the necessary materials, labor, equipment, and hoisting to provide all masonry items as shown or indicated within the contract documents. This shall include, but is not limited to, building, screen walls, columns, marquee signs, etc.
22. **MASONRY CONSTRUCTION:**  
This CSP Package Contractor shall provide at least Two (2) Masonry crews at each project at all times until the completion of the project. Each crew shall contain, as a minimum, at least Twenty (20) construction workers, consisting of a Foreman, Journeymen, Helpers and Laborers.
23. **ORDERING OF MATERIALS:**  
This CSP Package Contractor shall order all materials for the project not requiring mock-up panels immediately upon receipt of a notice to proceed or signed contract. Brick materials shall be ordered as soon as possible.

All mock-up panels shall be completed within 3 weeks of contract award.

24. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

25. **SCAFFOLDING:**

This CSP Package Contractor shall furnish and erect a minimum of 80 LF of working scaffolding in place for masonry construction plus the additional scaffolding and planking as required to erect ahead of the work in progress. The masonry contractor shall ensure that the scaffolding meets all OSHA requirements.

26. **MASONRY SCOPE OF WORK:**

This CSP Package Contractor shall furnish and install all brick and masonry items including, but not limited to, the following:

- a. Anchors
- b. Brick piers
- c. Brick soffits
- d. Masonry columns
- e. Mock up panels as required
- f. Bullnose and stretchers
- g. Cavities shall be maintained free of mortar
- h. Concrete masonry units (CMU) as required
- i. Concrete or grout fill
- j. Detention/security cmu
- k. Face brick as required
- l. Gravel infills
- m. Grout all joist and beam pockets
- n. Horizontal reinforcing wire as required
- o. Install grout fills at all hollow metal door frames in masonry walls
- p. Bond Beams
- q. Provide anchors welded to structural steel
- r. Provide and install Floor or Roof Deck shoring when installing masonry or scaffolding on or from structural components
- s. Provide moisture protection of all incomplete work
- t. Set all built-in items furnished by others
- u. Special shapes as required
- v. Temporary masonry wall bracing as required
- w. Utilize cold and hot weather masonry construction precautions
- x. Wall anchors and screws at all conditions (brick ties, wall anchors, etc.)
- y. Masonry screen walls, dumpster walls, site walls, seat walls (Including wall drains)
- z. Masonry retaining walls (including masonry veneer)

- aa. Masonry at monument signs/site signs

27. **SPECIALTY ITEMS:**

This CSP Package Contractor shall furnish and install miscellaneous specialty items including, but not limited to, the following:

- a. Bearing pads
- b. Block/foam or cavity wall insulation
- c. Bond breakers
- d. Brick and CMU wall ties and anchors
- e. Cast stone (including cast stone stairs)
- f. Concealed brick lintel systems
- g. Concrete "U" Block
- h. Custom masonry shapes
- i. Damp Proofing
- j. Expansion and control joint fillers
- k. Fire safing and caulking as indicated at masonry conditions
- l. Foam Inserts
- m. Glazed CMU and shapes
- n. Gripstay
- o. Grout at flashing conditions
- p. Grout fill below stone panel walls
- q. Hardware Cloth
- r. Heckmann Anchors
- s. Insulation
- t. Insulation board at masonry columns
- u. Limestone panels, stone mastic, stone panel anchors, neoprene blocking
- v. Loose lintels
- w. Masonry Compression Pads/Compressible filler
- x. Masonry thresholds
- y. Mortar Net, Screens, Cavity protection drainage devices
- z. Polystyrene filler
- aa. Precast Sills and Caps
- bb. Pre-inserted insulation
- cc. Rigid insulation
- dd. Solid brick
- ee. Sealants at all expansion and control joints (including intersections with other materials)
- ff. Stainless steel dowels
- gg. Strap anchors
- hh. Through wall, flexible flashing and embedded flashing
- ii. Vertical or horizontal reinforcing steel

- jj. Weep holes with gravel fill
28. **CANOPY SUPPORT BRACKETS:**
- This CSP Package Contractor shall install canopy support brackets, furnished by others, at each connection point to the building for all wall mounted/wall supported aluminum canopies as shown or indicated in the contract documents. Coordinate mounting locations with the Aluminum Canopy contractor prior to installation.
29. **MASONRY OPENINGS TO RECEIVE ITEMS FURNISHED BY OTHERS:**
- This CSP Package Contractor shall provide masonry openings to receive items to be installed by others. CMU masonry openings required for the installation of recessed toilet accessories, fire extinguisher cabinets, etc. shall be provided from dimensions provided by others. Openings may be "cut-in" or built to size and configuration at the option of the Masonry Contractor. This CSP Package Contractor shall install hollow metal door frames and window frames furnished by others which are required to be built into or attached to the masonry construction and concrete construction (including mineral wool and sealant as indicated).
30. **HOLLOW METAL FRAME VERIFICATION:**
- Prior to door installation by others, all door frames installed by this contractor shall be checked and certified by this Contractor to be plumb and square and installed per TDLR/TAS/ADA requirements. Documentation shall be furnished to the Construction Manager to this effect.
31. **DOOR FRAME CLARIFICATION:**
- This CSP Package Contractor shall unload, store, protect, distribute to the proper areas, and install the hollow metal door frames built into or attached to masonry construction.
32. **MOISTURE PROTECTION:**
- This CSP Package Contractor shall furnish and install the following items:
- a. Continuous insulation at concrete curbs
  - b. Dampproofing (except behind metal panels)
  - c. Exterior water repellent coatings and waterproofing/ sealer
  - d. Expanding foam joint covers
  - e. Felt paper at all conditions
  - f. Flexible flashing at all conditions
  - g. Fluid applied flashing
  - h. Hardware cloth
  - i. Joint sealant and filler material (along lintels, frames, control joints, etc.) at all locations
  - j. Korfil
  - k. Mineral wool insulation
  - l. Rigid Insulation with waterproofing (except behind metal panels)
  - m. Sealant as required between masonry and dissimilar materials at both exterior and interior conditions
  - n. Sealant at all exterior plaster and metal panel conditions and all other conditions (all exterior caulking)
  - o. Security joint sealant at detention hollow metal frames
  - p. Stainless steel flashing
  - q. Thorolastic coatings, if indicated
  - r. Air & water barrier (except behind metal panels)
  - s. Sheet flashing, membrane flashings and termination strips
  - t. Total flashing system, including weep tabs and metal drip

- u. Plywood at flashing details
- v. Blanket insulation between masonry to masonry
- w. Caulking at hollow metal door frames
- x. Caulking at masonry intersection with concrete floors
- y. Caulking of cast stone joints on wall caps
- z. Sill pan flashing and wall penetration flashing at duct wall penetrations

**CONTINUOUS INSULATION, AIR BARRIER, MEMBRANE FLASHING, STAINLESS STEEL FLASHING CLARIFICATION:**

**Justice Center**

The CSP Package 04-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other through wall or flexible flashing occurring within, behind or adjacent to masonry construction, without exception. The CSP Package 07-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other flashing or counterflashing occurring on the roof, roof side of parapet walls, behind curtainwall and behind metal panels.

**Pet Adoption Center**

The CSP Package 04-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other through wall or flexible flashing at ALL conditions, without exception.

33. **SEALING OF CAST STONE:**

All cast stone shall be sealed with the specified materials when installed to protect from paint drippings, oil, grease, etc. Any cast stone that cannot be cleaned due to waterproofing not being applied promptly shall be replaced at the expense of this CSP Package Contractor.

34. **AIR AND WATER BARRIER/FLEXIBLE FLASHING CLARIFICATION:**

This CSP Package Contractor shall furnish and install ALL air and water barrier and flexible flashings as shown or indicated in the contract documents (except behind metal panels). Coordinate installation at drywall conditions as necessary with the CSP 09-A contractor to avoid scheduling conflicts. Coordinate installation at glass and glazing conditions with the CSP 08-B contractor to avoid scheduling conflicts.

35. **MASONRY WALL BRACING:**

This CSP Package Contractor shall design, furnish and install temporary wall bracing for all CMU walls to be erected prior to the erection of the structural steel framing elements of the project. This bracing shall remain in-place until such time as the structural steel is erected and is determined adequate to assure the structural integrity of the framing system by the Engineer.

36. **SHORING:**

This CSP Package Contractor shall furnish and install shoring as necessary to complete these CSP Package operations. Shoring shall be left in place and maintained by this CSP Package Contractor until all trades can complete work in that area and the shoring can be removed.

37. **TEMPORARY CONSTRUCTION PROVISIONS:**

This CSP Package Contractor shall make all necessary provisions to protect the constructed masonry from cold weather conditions while also making provisions to accelerate the process during cold weather conditions. This shall include heaters, blankets, wraps, etc. as necessary to install during cold weather days and protect during cold weather days. This CSP Package Contractor shall also provide all temporary bracing of newly constructed areas as well as areas that receive masonry modifications and demolition.

38. **FINAL CLEAN:**

This CSP Package Contractor shall provide cleaning of all masonry and surrounding materials as required by the specifications and recommended by the Manufacturer. Cleaning of interior masonry shall commence immediately after completion of interior masonry and prior to installation of finishes as directed by the Construction Manager. This CSP Package Contractor shall also clean all existing brick and cast stone as shown

or indicated in the contract documents.

39. **LOOSE LINTEL CLARIFICATION:**

CSP 04-A shall furnish and install all loose lintels as indicated on the loose lintel schedule. CSP 05-A shall furnish and install all other structural members needed to support the masonry as well as all other building materials. This shall include support members needed for the metal wall panels.

40. **PROTECTION OF WORK IN PLACE:**

This CSP Package Contractor shall protect adjacent work in place while performing the work of this package, this shall include protection of glass, glazing and frames installed prior to the installation of masonry. This CSP Package Contractor shall remove protection when instructed by the Construction Manager.

**CSP PACKAGE EXCLUSION(S)**

1. **LABORATORY TESTING. (EXCEPT RE-TESTING)**
2. **WASTE DISPOSAL CONTAINER FOR MASONRY DEBRIS SHALL BE FURNISHED BY OTHERS.**
3. **RIGID INSULATION BEHIND METAL PANELS**
4. **DAMPPROOFING BEHIND METAL PANELS**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.



7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

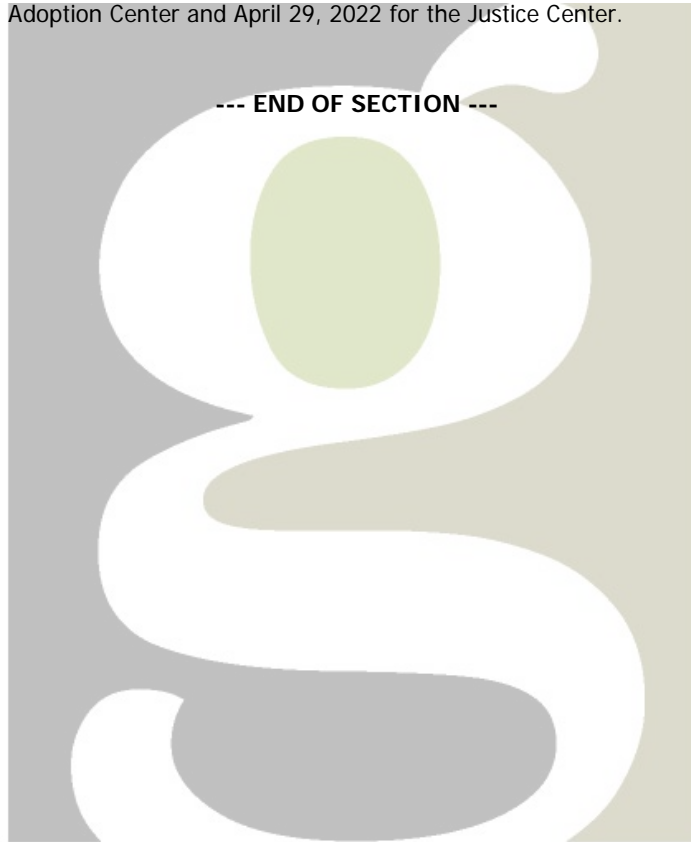
Pet Adoption Center:                      Sixty (60) Calendar Days

Justice Center:                              Ninety (90) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



GALLAGHER

**CSP 05-A STRUCTURAL STEEL & ERECTION**  
**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**DIVISION:**

**SECTION:**

**TITLE:**

**JUSTICE CENTER**

05	051200	STRUCTURAL STEEL
05	052100	STEEL JOISTS
05	053000	STEEL DECK
05	055000.2.6	MISCELLANEOUS FRAMING AND SUPPORTS
05	055000.2.7	METAL LADDERS
05	055000.2.9	STRUCTURAL STEEL DOOR FRAMES
05	055000.2.10	MISCELLANEOUS STEEL TRIM
05	055000.2.11	METAL BOLLARDS
05	055100	METAL PAN STAIRS
05	055213	TUBE RAILINGS
05	057313	GLAZED DECORATIVE METAL RAILINGS
12	129300.2.4	BOLLARDS

**PET ADOPTION CENTER**

05	051200	STRUCTURAL STEEL
05	052100	STEEL JOISTS
05	053100	STEEL DECKING
05	055000.2.02.A	ANCHORS
05	055000.2.02.B	MISCELLANEOUS PLATES AND SHAPES
05	055000.2.02.D	ALL EXPOSED TO VIEW MISCELLANEOUS SUPPORT MEMBERS SHALL BE PRIMED AND PAINTED AND ALL EXPOSED TO VIEW, COPING, DOWNSPOUTS, FLASHING, AND SIMILAR TYPE METALS SHALL BE PRE-FINISHED

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety

- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 6/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

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**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.

**20. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall furnish and install the project requirements for all structural steel, miscellaneous steel and ornamental steel as shown or indicated in the contract documents. The only items to be installed by others are as listed within this CSP Package.

**21. DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

**22. TESTING LAB COORDINATION:**

It is the responsibility of this CSP Package Contractor to schedule and coordinate with the Owner's Testing Lab for all shop inspections as required by the contract documents. Correction of any items required due to failure to schedule and coordinate required shop inspections shall be completed by this CSP Package Contractor at no additional expense to the Owner.

**23. STRUCTURAL STEEL:**

This CSP Package Contractor shall shop fabricate, prime paint, deliver, unload and erect as required, all structural steel members and assemblies to include, but not limited to, the following:

- a. All Concrete Embed Items (installed by others)
- b. All Masonry Embed Items (installed by others)
- c. Angles and Angle Extensions
- d. Base Plates and Anchor Bolts
- e. Bracing Support and concentrated point load bracing
- f. Beams
- g. Bearing Pads
- h. Bituminous Coatings

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- i. Bracings
  - j. Canopy Supports, Framing, Deck, etc. (except premanufactured canopies)
  - k. Coatings, including powder coating where indicated
  - l. Column Leveling Plates
  - m. Columns
  - n. Compressible Filler
  - o. Curtain wall channel
  - p. Floor/Roof Opening Frames shall be furnished and installed whether shown on structural drawings or not
  - q. Lateral Shear Bracing
  - r. Masonry Support Framing
  - s. Mechanical Equipment Support Framing
  - t. Metal Deck Edge Angle
  - u. Plates
  - v. Platforms
  - w. Purlins
  - x. Ridge Plates
  - y. Rods & Connectors
  - z. Roof Drain Support
  - aa. Roof Expansion Joints
  - bb. Roof Hatch Support Framing
  - cc. Tube Steel and Plate Steel Framing
24. **JOIST, GIRDERS & TRUSSES:**  
This CSP Package Contractor shall fabricate, prime paint, deliver, unload and erect as required the following:
- a. Chord Extensions
  - b. Joist Girders
  - c. Open Web Joist
  - d. Sidewall Anchors
  - e. Steel Bridging
  - f. Support framing reinforcing
  - g. Wall Connectors
  - h. Weld Plates
25. **JOIST BRIDGING/BRACING COORDINATION:**  
This CSP Package Contractor shall coordinate with the Mechanical Contractor the locations of required x-bracing and bridging in joists so as to not interfere with openings for duct routing. All duct supports shall be located at panel points. Coordination will be required between the CSP 05-A Contractor, Mechanical Contractor and Joist manufacturer to eliminate potential conflicts.
26. **STEEL DECK:**  
This CSP Package Contractor shall fabricate, deliver, unload and erect all steel floor and roof deck materials of size and gauge as shown or indicated in the contract documents to include:
-

- a. Cover Plates
- b. Deck Closures
- c. Framing for Joist Seats
- d. Joist Bearing Angles, Tubing, and Plates at Masonry Conditions
- e. Headed studs
- f. Metal Form Deck
- g. Platform deck
- h. Related Accessories
- i. Roof Sump Pans
- j. Sheet Steel Angle Flashing
- k. Sheet Steel Closures
- l. Sheet Steel Flashing
- m. Steel Cover Plates
- n. Steel Roof Deck
- o. Weld Plates
- p. Wet concrete stop
- q. Wind Bracing

27. **SUSPENDED SUPPORT FRAMING:**

This CSP Package Contractor shall fabricate, deliver, unload and erect the suspended support framing as shown or indicated in the contract documents including, but not limited to, the following steel assemblies:

- a. ALL Support Framing
- b. All supports needed for metal panels
- c. Brick Hangers
- d. Interior Non-Load Bearing Door, Window or Partition Support Framing or Bracing
- e. Lighting supports
- f. Masonry Support Framing or Bracing, Bolted or Welded to Structural Steel Framing
- g. Short wall posts
- h. Sill angles
- i. Steel Bracings
- j. Steel tube posts at sign walls
- k. Support for Overhead Doors
- l. Support for wire partitions
- m. Support platform, etc. for roof mounted condenser units
- n. Turn Buckles

28. **MISCELLANEOUS FABRICATIONS:**

This CSP Package Contractor shall fabricate, deliver, unload and erect the job requirements of miscellaneous steel fabricated assemblies as shown or indicated in the contract documents including, but not limited to, the following items:

- a. Access ladders and escutcheons

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- b. Bent Plate and Steel Plate
- c. Bent plate sills
- d. Core drilling for railings set in concrete
- e. CRS plate
- f. Decorative/Ornamental Steel Items
- g. Dumpster gates
- h. Elevator rail framing, sills, divider beams, hoist beams
- i. Elevator pit ladder
- j. Gratings, elevator gratings, bar gratings, etc.
- k. Miscellaneous Steel Bracings
- l. Outriggers
- m. Railings, guardrails, handrails (including glabs, cables, etc.)
- n. Stair rail gates
- o. Stairs, including miscellaneous framing
- p. Steel plate brackets for pistol lockers
- q. Steel Canopies
- r. Steel portals
- s. Steel plate door surrounds
- t. Permanent ladders, including cages (install roof access ladder(s) simultaneous with roof access hatch(es) with temporary supports, as necessary)
- u. Tube steel counter supports

29. **MISCELLANEOUS FABRICATIONS INSTALLED BY OTHERS:**

This CSP Package Contractor shall fabricate, deliver and unload, for installation by others, the following miscellaneous steel fabricated assemblies as shown or indicated in the contract documents including, but not limited, to the following items:

- a. Canopy support brackets
- b. Imbedded pipe sleeves
- c. Kwik bolts, anchors and all other required fasteners
- d. Embed plates for detention equipment
- e. Pipe bollards
- f. Stainless steel bollards
- g. Trench drain embed angles (stainless steel)
- h. Furnish any and all field welding required for these items.

30. **ERECTION:**

This CSP Package Contractor shall furnish erection manpower, cranes, welders, supplies and services to erect all of the structural steel, joists, metal floor and roof deck, metal stairs, pipe and tube railings and miscellaneous metal fabrication requirements of this CSP Package. Erector shall perform the erection with a minimum of two (2) cranes and two (2) crews consisting of eighteen (18) steel erectors per crew throughout the structural steel, joist and metal deck erection period at the Justice Center project and a minimum of one (1) crane and one (1) crew consisting of twelve (12) steel erectors throughout the structural steel, joist and metal deck erection period at the Pet Adoption Center project. These minimum erection resources shall be supplemented by the necessary manpower and equipment as required to complete the structural and



miscellaneous metal fabrication erection in accordance with the Milestone Schedule as provided herein.

31. **CRANE SIZE:**

This CSP Package Contractor shall utilize cranes large enough to span the slabs at each project.

32. **CANOPY SUPPORT BRACKETS:**

This CSP Package Contractor shall furnish, for installation by others, canopy support brackets at each connection point to the building for all wall mounted/wall supported aluminum canopies as shown or indicated in the contract documents. Canopy support brackets shall be approved by the Structural Engineer prior to fabrication. This CSP Package Contractor shall furnish any and all field welding required for the canopy support brackets.

33. **Z-CLIPS AND ANGLES:**

All steel Z-clips and angles 10 gauge and heavier shown or indicated in the contract documents shall be provided by this CSP Package Contractor. The CSP 09-A Contractor shall furnish and install all steel Z-clips and angles 12 gauge and lighter.

34. **ELEVATOR TUBE STEEL CLARIFICATION:**

For proposing purposes, this CSP Package Contractor shall furnish and install four (4) each HSS 8 x 4 x 3/8" at the Elevator Shaft from top of concrete floor to bottom of joist (two on each floor level). Coordinate exact requirements with Construction Manager and Elevator Contractor prior to fabrication.

35. **MASONRY SUPPORT:**

This CSP Package Contractor shall furnish and install all masonry support framing indicated to bolt or weld to steel structure, concrete walls or masonry walls. This includes welding masonry ties or anchors to columns. Loose steel masonry lintels shall be furnished and installed by others.

36. **TOUCH-UP PAINTING:**

All structural steel, metal deck and joists shall be shop primed in accordance with the specifications. This CSP Package Contractor shall provide touch-up painting in accordance with the specifications.

37. **MECHANICAL UNIT SUPPORT FRAMES:**

Due to time constraints, mechanical unit support frames shall be fabricated in the field in lieu of being shop fabricated.

38. **BRACING/SHORING:**

This CSP Package Contractor shall furnish and install shoring, bracings, etc. as necessary to complete this scope of work. Shoring shall be left in place and maintained by this CSP Package Contractor until all trades can complete work in that area and the shoring can be removed.

39. **SCHEDULING CLARIFICATIONS:**

The following provisions shall be utilized by this CSP Package contractor:

- a. Utilization of a minimum of two (2) operating cranes at the Justice Center project. In the appropriate location on the proposal form, provide a unit cost for cranes per day. In the event two cranes are not provided this unit cost will be used to determine a deduct from the CSP 05-A contract.
- b. Work activities shall take place a minimum of six (6) days a week. The scheduling of this project may require work activities to take place seven (7) days a week. Determination of work schedules shall be at the discretion of the Construction Manager.
- c. Fully staffed crews shall be working in at least two areas at each project simultaneously throughout the duration of this scope of work.
- d. Areas shall be completed prior to moving to the next area
- e. Erector shall perform the erection at the Justice Center with a minimum two (2) crews consisting of seven (7) skilled steel erectors, five (5) steel detailers and six (6) metal deck erectors (a total of eighteen 18 steel erectors per crew) throughout the structural steel, joist and metal deck erection period.

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- f. Erector shall perform the erection at the Pet Adoption Center with a minimum one (1) crew consisting of four (4) skilled steel erectors, four (4) steel detailers and four (4) metal deck erectors (a total of twelve (12) steel erectors) throughout the structural steel, joist and metal deck erection period.
- g. Materials shall be delivered in a manner to allow total completion of an area. As well as to facilitate erecting two (2) areas simultaneously.

**40. SCHEDULE SUBMISSION:**

This CSP Package Contractor shall be required to submit a milestone schedule, broken down by area of the facility, to the construction manager within seven (7) days after contract award.

**41. TEMPORARY SAFETY CONSTRUCTION:**

This CSP Package Contractor shall furnish materials and construct the following temporary safety construction items in accordance with the requirements of OSHA standards (this list is in no way inclusive of all OSHA requirements that this CSP Package Contractor shall meet):

- a. Tie-off cables as required to complete this scope of work
- b. Perimeter fall protection for all jobsite personnel around all elevated slab areas to include top and mid rails/cable
- c. Floor opening railing protection for all jobsite personnel to include top and mid rails/cables
- d. Temporary handrails and tread infills at stairs for use by jobsite personnel
- e. Maintenance of all temporary safety items installed by this CSP Package Contractor for the duration of this CSP Package Contractor's scope of work
- f. Temporary safety construction installed by this CSP Package Contractor shall remain in place until such time as is deemed appropriate for removal at the discretion of the Construction Manager.
- g. Temporary safety items left in place by this CSP Package Contractor shall be removed and disposed of by others. Any materials that this CSP Package Contractor wishes to salvage will need to be coordinated with the Construction Manager.

**42. DETAILING CLARIFICATION:**

This CSP Package Contractor shall include the cost for all structural steel, misc. steel, joist and deck detailing and submittal processing, engineering, reproductions, etc. within the base proposal. This CSP Package Contractor shall provide all detailing, drafting, and printing necessary to complete the shop drawing submittal requirements of the project. Steel detailers that are NISD (National Institute of Steel Detailing) QPP (Quality Procedures Program) Certified and located in the State of Texas are acceptable without the Construction Manager's approval. Steel Detailers that are not NISD QPP Certified or not located in the State of Texas must be approved in writing by the Construction Manager prior to beginning work. Please refer to the following website for NISD QPP Members and Certification: [http://www.nisd.org/nisd\\_-\\_members\\_-\\_southwest\\_cha.html](http://www.nisd.org/nisd_-_members_-_southwest_cha.html).

**43. FIELD USE DRAWINGS:**

This CSP Package Contractor shall be responsible for furnishing three (3) hard copy sets and one (1) electronic set on CD of field use drawings for structural and miscellaneous steel to the Construction Manager. The field use drawings shall be delivered to the Construction Manager's office prior to material delivery on-site. E-sheets shall be provided in full size sheet sets (minimum 24" x 36") and shop detail sheets shall be provided in half-size sheet sets (minimum 18" x 24").

**44. UNIT PRICING:**

In the appropriate location on the proposal form, this CSP Package Contractor shall provide unit pricing as follows:

- a. Hourly unit price for erectors
- b. Hourly unit price for crane downtime (only for items beyond the control of this CSP Package Contractor)
- c. Daily unit price for Crane. This shall be deducted when only one crane is provided unless otherwise

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agreed upon by the Construction Manager.

45. **DELIVERY SCHEDULE:**

This CSP Package Contractor shall provide a proposed delivery schedule for shop drawings, structural steel, metal deck and joists and miscellaneous steel items in the appropriate locations on the construction proposal form. The delivery schedule may be taken into consideration in the award of a contract for this CSP Package.

**CSP PACKAGE EXCLUSION(S)**

1. **COLD-ROLLED METAL STEEL FRAMING**
2. **REINFORCING STEEL**
3. **FURNISHING OF WALL AND CEILING EXPANSION JOINT ASSEMBLIES**
4. **INSTALLATION OF ITEMS EMBEDDED INTO CONCRETE OR MASONRY**
5. **LOOSE MASONRY LINTELS**
6. **CHAIN LINK & WROUGHT IRON FENCING**
7. **PREMANUFACTURED CANOPIES**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center:	Thirty (30) Calendar Days
Justice Center:	Ninety (90) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



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**CSP 06-A MILLWORK**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
06	064000	ARCHITECTURAL WOODWORK
06	064216	FLUSH WOOD PANELING
07	079200	JOINT SEALANTS
10	102641	BALLISTICS RESISTANT PANELS
12	123661.16	SOLID SURFACING COUNTERTOPS

<b>PET ADOPTION CENTER</b>		
05	055000.2.02.A	ANCHORS
05	055000.2.02.C	SUPPORTS FOR MILLWORK
05	055000.2.02.D	ALL EXPOSED TO VIEW MISCELLANEOUS SUPPORT MEMBERS SHALL BE PRIMED AND PAINTED AND ALL EXPOSED TO VIEW, COPING, DOWNSPOUTS, FLASHING, AND SIMILAR TYPE METALS SHALL BE PRE-FINISHED
06	062200	FINISH CARPENTRY AND MILLWORK
07	079200	CAULKING AND SEALING

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security

2. **SITE VISIT:**  
 All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**  
**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

#### JUSTICE CENTER

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

#### 4. PROJECT WORK HOURS:

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

#### 5. PROJECT SEQUENCING CLARIFICATIONS:

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

#### 6. ON SITE STORAGE OF MATERIALS:

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 9/1/21

Justice Center: 1/1/22

#### 7. DISJOINTED SCHEDULES CLARIFICATIONS:

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

#### 8. ACCEPTANCE OF AREA:

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

#### 9. RESOURCE REQUIREMENTS:

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project

schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and

shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **TEXAS ACCESSIBILITY STANDARDS COMPLIANCE:**

It is the responsibility of this CSP Package Contractor to review the millwork elevations for ADA/TDLR/TAS compliance during the shop drawing phase and bring any discrepancies to the Construction Manager's attention. Any corrective work required due to the failure to verify compliance shall be completed by this CSP Package Contractor at no additional cost to the Owner.

21. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to provide millwork, cabinetry and architectural woodwork as shown or indicated in the contract documents.

22. **CASEWORK AND MILLWORK:**

This CSP Package Contractor shall provide shop drawings, samples, submittal information, field dimensions as required, fabrication, and field installation for the job requirements of all plastic laminate casework, interior architectural woodwork, millwork, wood and plastic laminate cabinetry, shelving, storage units, counters, loose window sills, running trim and other fabricated finish carpentry items as shown or indicated in the contract documents including, but not limited, to the following:

- a. Accent bands
- b. Adjustable shelving, utility shelving, brackets and standards
- c. ALL supports and anchors (including steel tubing at millwork)
- d. Backsplashes
- e. Base and wall cabinets
- f. Bracings
- g. Bullnose
- h. Cabinet hardware (including locks)
- i. Cat shelves (including hidden shelf supports)
- j. Compartment dividers
- k. Trash pull out assemblies
- l. Counter tops
- m. Drawer units
- n. Edge banding
- o. File drawers
- p. Millwork gates
- q. Furnish and install all cutouts; include all grommets and miscellaneous trim at all cutouts
- r. Lobby feature wall
- s. Judges benches
- t. Print stations



## GALLAGHER

- u. Court reporter desks
- v. Witness boxes
- w. Bailiff stations
- x. Jury walls/screening rails
- y. Bench shelves
- z. Ballistic rated panels (where built in to millwork construction)
- aa. Metal reveals
- bb. Millwork fabricated doors and frames
- cc. Plastic laminate wall panels
- dd. Pre-finish items as indicated
- ee. Quartz materials
- ff. Reception Desks
- gg. Shelving units
- hh. Solid surface materials
- ii. Install narcotic safe provided by others
- jj. Vented base cabinets/vent slots
- kk. Window sills
- ll. Wood base
- mm. Wood dowels
- nn. Hardwood edges
- oo. Wood caps
- pp. Wood ceilings
- qq. Wood jamb casings
- rr. Wood wall panels/wood panels at furr downs
- ss. Wood reveals
- tt. Wood trim of all types
- uu. Fire blocking at wall panels

23. **TOE-BASE CLARIFICATION:**

This CSP Package Contractor shall include solid stock hardwood at ALL cabinet toe-bases, without exception. NO PARTICLE BOARD OR PLYWOOD WILL BE ALLOWED AT ANY TOE-BASE LOCATIONS. Any toe-bases installed without solid stock hardwood shall be replaced at this CSP Package Contractor's expense. This shall be taken into consideration in the preparation of proposals for this project. Compensation for this will not be made at a later date.

24. **FILLERS/SCRIBES:**

This CSP Package Contractor shall furnish a minimum 3" filler/scribe on the side of all upper and base cabinets next to walls to allow for the units to be fit in the field in lieu of waiting for field dimensions prior to fabrication. This shall be taken into consideration in the preparation of proposals for this project. Compensation for this will not be made at a later date.

25. **FINISHING CLARIFICATION:**

All stained millwork and cabinetry items shall be pre-finished by this CSP Package Contractor. This shall include filling of nail holes and field touch-up as required to provide a complete and finished installation. All painted

**GALLAGHER**

millwork and cabinetry items shall be field finished by the CSP 09-E contractor, except painting at reception desks and library desks shall be completed by the CSP Package 06-A Contractor.

**26. INSTALLATION:**

Installation shall include delivery, unloading, uncrating, distribution and attachment in place. This CSP Package Contractor shall furnish all anchorage, nails, fasteners, surface blocking, templates, fillers, trim, caulking and layout as required for a complete installation. Provide all required cut-outs as required to receive installation of mechanical and electrical installations by others. Installation work force shall at all times include, as a minimum, fifteen (15) workers including seven (7) journeymen and eight (8) apprentice/helpers at each project until substantial completion of the work as established by the Construction Manager.

**27. CAULKING:**

This CSP Package Contractor shall furnish and install caulking and seam-fill where millwork/cabinetry items about dissimilar materials, including caulking of splashes to countertops and walls. All cabinets countertops and backsplashes shall be caulked to adjacent surfaces by this CSP Package Contractor in colors to be selected by the Architect.

**28. PROTECTION OF WORK IN-PLACE:**

During installation and upon completion of installation this CSP Package Contractor shall include within the base proposal provisions, protection of each surface, which shall be covered with cardboard, masonite and plastic and secured as to prevent damage by other trades. Any damage to millwork items not protected by this CSP Package Contractor shall be corrected/repared by this CSP Package Contractor.

**29. CUT OPENINGS FOR OTHER TRADES:**

This CSP Package Contractor shall field cut all openings required for field installation of mechanical or electrical requirements to be installed by others in materials furnished by this CSP Package.

**30. KEYING CLARIFICATIONS:**

This CSP Package Contractor shall furnish and install all locking cylinders and keys in the cabinetry as indicated. This shall also include the following provisions:

- a. 8 master keys given to the construction manager for their use, two (2) master keys shall be provided at the time of installation.
- b. All keys shall be tagged with metal tags by the final room number and given to the construction manager in a filed and orderly manner
- c. This CSP Package Contractor shall perform a final keying walk-thru with the Owner verifying that all keys properly work the indicated area

**CSP PACKAGE EXCLUSION(S)**

1. **FINISH BUILDING HARDWARE OTHER THAN INCORPORATED INTO MILLWORK**
2. **CONCEALED WOOD BLOCKING WITHIN PARTITIONS OR ABOVE FINISHED CEILINGS**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

ALTERNATE #2 - REFER TO HOK SPECIFICATIONS

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

**1. PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

- Pet Adoption Center: Fourteen (14) Calendar Days
- Justice Center: Forty-Five (45) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



**CSP 07-A ROOFING AND SHEET METAL  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
07	072100	THERMAL INSULATION
07	072726	FLUID-APPLIED MEMBRANE AIR BARRIERS
07	074216	MODULAR METAL WALL PANELS
07	075423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07	076100	METAL ROOFING SYSTEM
07	076200	SHEET METAL FLASHING AND TRIM
07	079200	JOINT SEALANTS
<b>PET ADOPTION CENTER</b>		
07	075200	MODIFIED BITUMEN ROOFING
07	075201	ROOF DETAILS
07	076100	PREFORMED METAL ROOF AND WALLS
07	076101	PAC CLAD DETAILS
07	076200	SHEET METAL FLASHING AND TRIM
07	079200	CAULKING AND SEALING
08	086223	TUBULAR DAYLIGHTING DEVICES
10	100000.2.01.N	DOWNSPOUT BOOTS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must **reference Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)

## GALLAGHER

- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 7/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at

once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

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In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT, WARRANTY AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built, warranty and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built, warranty and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **HOISTING:**

This CSP Package Contractor shall furnish and provide all equipment as necessary to hoist materials and equipment to the roof levels of this project.

21. **PRE-ROOFING CONSULTATION:**

Immediately after contract award this CSP Package contractor shall contact the Construction Manager for coordination of a preconstruction roofing consultation meeting with the Roofing Consultant. This meeting must be held prior to the submittal process. An additional meeting will be held if necessary after the submittals have been approved but before construction begins.

22. **ENERGY CONSERVATION CODE:**

All material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

23. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required for all roofing, roof sheet metal and metal wall panels as shown or indicated in the contract documents.

24. **CREW SIZE:**

This CSP Package Contractor shall have a minimum of twenty-five (25) roofers and sheetmetal workers on each project for the duration of this scope of work. Sheet metal operations shall begin on an area as soon as the deck has been completed in that area. The sheet metal operations shall progress unilaterally with the roofing operations.

25. **TEMPORARY SAFETY CONSTRUCTION:**

This CSP Package Contractor shall furnish, install, maintain and remove an OSHA standard fall and perimeter roof protection system for the duration of all of the work included within this CSP Package. As well as all other provisions necessary to meet all OSHA requirements.

26. **ROUGH CARPENTRY FOR ROOFING:**

This CSP Package Contractor shall furnish and install all treated wood materials and anchors as required to provide the wood blocking, backing, deck, sheathing, fascia blocking and backing, cant strips, etc. as indicated and/or required to receive roof flashing sheet metal, roof insulation, roof penetrations, built-up roofing, metal roofing, roof hatch, roof ladders and skylights. This includes all wood as indicated for the parapet walls and all wood necessary to complete this scope of work.

27. **ROOF INSULATION:**

This CSP Package Contractor shall Furnish and install roof insulation materials as shown or indicated in the contract documents including, but not limited to, the following:

- a. Asphalt primer, asphalt and fasteners as specified
- b. Cover board
- c. Crickets
- d. Deck sheathing board
- e. Insulation on outside of curbs
- f. Mineral wool insulation
- g. Nailable insulation
- h. Perlite Insulation
- i. Polyisocyanurate insulation
- j. Rigid insulation of type as specified
- k. Substrate board
- l. Tapered cant strips
- m. Underlayment
- n. Continuous insulation and air barrier behind curtain wall at parapet walls

28. **DEWATERING:**

After the ice and water shield has been installed and temporary roof openings have been sealed, this CSP Package Contractor shall provide the necessary manpower to remove excess moisture that may accumulate from moisture infiltration into the building as necessary and directed by the Construction Manager. It shall be the responsibility of this CSP Package Contractor to maintain the ice and water shield and temporary roof openings in a watertight manner to avoid moisture penetration into the building prior to the completion of the roofing operations.

29. **ICE AND WATERSHIELD:**

This CSP Package Contractor shall furnish and install ALL ice and water shield as indicated within the contract documents. Ice and water shield at metal roofing shall be installed as soon as metal decking is complete. This CSP Package Contractor shall maintain and replace ice and water shield as necessary prior to installation of permanent roofing materials. The intent of this item is to dry-in building as soon as possible. This CSP Package Contractor shall plan for this accordingly.

30. **GENERAL ROOFING REQUIREMENTS:**

This CSP Package Contractor shall furnish and install the necessary materials, labor, and equipment to implement a complete roofing system as indicated within the contract documents. This includes, but is not limited to the following items:

- a. Air and vapor barrier at roof
- b. Expansion Joints
- c. Felt paper
- d. Flash in all penetrations
- e. Flashing, counter flashing, copings, pitch pans, permaflash, etc.
- f. Furnish and install all wood blocking on the roof and parapet walls, including plywood and metal panel backing.
- g. Guttering and collector heads (prefinished), gutter brackets, gutter straps, downspouts
- h. Membrane Roof
- i. Pre-finished metal coping
- j. Roofing sheet metal
- k. Stainless steel flashing at roofing/metal panel conditions



## GALLAGHER

- l. Scuppers, gravel guards, splash blocks, splash pans, collector boxes, hooded roof penetrations, etc.
  - m. Tubular daylighting devices
  - n. Walk pads and pads for pipe supports
  - o. Waterproofing membrane
  - p. Mineral wool insulation and membrane flashing at top of brick piers
  - q. Water tight umbrella at pipe penetrations
  - r. All other necessary items to furnish and install a complete weather-tight roofing system.
31. **ROOFING:**  
This CSP Package Contractor shall furnish and install the specified roofing system and compatible flashings under the inspection of the Roofing Consultant. Provide aggregate surfacing and traffic walk pads as specified. Install traffic pads under pipe supports.
32. **ROOFING CONSULTANT:**  
This CSP Package Contractor shall notify the roof consultant prior to the commencement of work. This shall include keeping the consultant abreast of all sequencing and schedule.
33. **FLASHING AND SHEET METAL:**  
This CSP Package Contractor shall fabricate, furnish and install all pre-finished and sheet metal flashing, counter flashing, counter flashings at gas line receivers, metal panel head and sill flashing, cleats, plates, closures, termination bars, anchor bars, cap flashing, pipe enclosures, scuppers, pitch pans, edge guard and fascia metal, parapet wall copings, canopy sheet metal, sheet metal at composite wall panel/masonry transition, umbrellas, parapet wall end caps, metal drips, expansion joint hoods and receivers, thru-wall receiver joints, screen wall metal caps, brick pier metal caps, parapet metal wall panel, lead drain flashing, reglets, collars, gutters, down spouts, splash pans and splash blocks. Provide and install fasteners, sealants, underlayments and accessories as required for a complete and acceptable installation. This CSP Package Contractor shall provide all trim necessary to provide a complete and finished product, whether shown on the contract documents or not.
34. **SHEET METAL CAP CLARIFICATION:**  
This CSP Package Contractor shall furnish and install all sheet metal caps at screen walls, dumpster walls, etc., if indicated.
35. **CLARIFICATION TO SHEET METAL:**  
The sheet metal on this project shall be pre-finished, color to be selected by Architect and Owner.
36. **DOWNSPOUT BOOT CLARIFICATION:**  
All downspout boots that tie-in to the storm drainage system below grade shall be furnished, installed and tied-in by the Plumbing Contractor. All downspout boots that drain at grade shall be furnished and installed by the CSP 07-A Contractor. Downspout nozzles shall be furnished and installed by the Plumbing Contractor. Concrete splash blocks shall be furnished and installed by the CSP 07-A Contractor.
37. **METAL ROOFING AND METAL PANELS:**  
This CSP Package Contractor shall furnish the necessary labor, equipment, and materials to provide a complete scope of work for the following items:
- a. Standing seam metal Roofs – include all fasteners underlayments, felt paper, caulking, sealants (everything from the metal deck up). Also, include deck tights, roof jacks, curbs, trim, caulking, sealants, etc. for all penetrations through the metal roofs
  - b. Metal Panels, insulated metal panels, Soffit Panels, etc. – Furnish and install all metal panels including all brackets, fasteners, supports, transitions, trim, air barrier, rigid insulation, caulking, sealants, subsurface moisture protection requirements, etc. (all items from the sheathing out)
  - c. Clarification - All structural members and light gauge framing needed to complete this scope of work but not shown shall be the responsibility of this CSP Package Contractor.

38. **METAL WALL PANELS:**

This CSP Package Contractor shall furnish and install all metal wall panels as indicated within the contract documents with all necessary items from the sheathing out. This shall include, but is not limited to the following:

- a. Drip flashings
- b. Dampproofing/air barrier (extend above soffits)
- c. Hat/furring channels
- d. Membrane flashing
- e. Panels
- f. Rigid insulation/mineral wool insulation (extend above soffits)
- g. Soffit hangers
- h. Subgirts
- i. Support angles
- j. Support members
- k. Trim
- l. Caulking/Sealants to dissimilar materials

39. **STANDING SEAM METAL ROOF:**

This CSP Package Contractor shall furnish and install all standing seam metal roofing systems and compatible flashings as specified and under the inspection of the Roofing Consultant. Provide roof insulation and moisture barrier as specified. This work shall include all sub girt framing, all fasteners, trim, felt paper, caulking and sealants to complete all work from the structural metal deck up.

40. **RELATED WORK:**

This CSP Package Contractor shall furnish all labor and material for a complete installation of the following items of work:

- a. All roofing vents, if indicated.
- b. Roof hatches, including safety accessories (rails, posts, etc.) as required
- c. All sealant required for a complete waterproof installation of all work in this CSP Package scope of work.

41. **SEALANT:**

This CSP Package Contractor shall provide all sealant related to the roof installation as specified and indicated to provide for a complete and waterproof installation of all work included within this CSP Package scope of work. This shall include water repellants, caulking, and other weather tight measures at metal panels.

42. **CONSTRUCTION LADDERS FOR OTHER TRADES:**

During roof system installation, this CSP Package Contractor shall provide and secure by OSHA standards, a minimum of one (1) ladder per roof elevation change greater than three feet (3'), for daily use by other trades. Once all permanent roof ladders have been installed and materials are safe for use, each trade will either use permanent roof access ladders, or provide their own means of access.

43. **ROOF PENETRATIONS:**

All roof penetrations will be made by the CSP 07-A Roofing Contractor. The Mechanical, Plumbing and Electrical Contractors shall provide all materials for actual penetration, including, but not limited to, pitch pans, chem. curbs, piping, flashing, etc. Layout and final locations are to be done by each individual trade and coordinated with the CSP 07-A Contractor prior to penetrating the roof system.

44. **TEMPORARY ENCLOSURES FOR ROOFING:**

In the event that an opening must be left in the existing roof for an extended period. This CSP Package

Contractor shall provide temporary provisions to close the opening and make it watertight until construction can be completed. Coordinate with other trades to prevent temporary enclosures. This CSP Package Contractor shall provide temporary watertight enclosures over all unit skylight openings as directed by the Construction Manager.

**CONTINUOUS INSULATION, AIR BARRIER, MEMBRANE FLASHING, STAINLESS STEEL FLASHING CLARIFICATION:**

**Justice Center**

The CSP Package 04-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other through wall or flexible flashing occurring within, behind or adjacent to masonry construction, without exception. The CSP Package 07-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other flashing or counterflashing occurring on the roof, roof side of parapet walls, behind curtainwall and behind metal panels.

**Pet Adoption Center**

The CSP Package 04-A Contractor shall furnish and install all continuous insulation, air barrier, membrane flashing, stainless steel flashing and other through wall or flexible flashing at ALL conditions, without exception.

**CSP PACKAGE EXCLUSION(S)**

1. **LABORATORY TESTING (EXCEPT RE-TESTING)**
2. **INTERIOR WOOD BLOCKING**
3. **SEALANT OTHER THAN REQUIRED FOR WORK OF THIS CSP PACKAGE**
4. **CAST IRON DOWNSPOUT BOOTS**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
2. **PROPOSAL DATE / TIME / LOCATION:**  
02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
3. **POST PROPOSAL INTERVIEW:**  
The post proposal interview shall take place on February 5, 2021 (as applicable).
4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
The CSP Package award shall take place Tuesday, February 23, 2021.
5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

**Kaufman County Justice Center/Pet Adoption Center**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager’s office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager’s office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

- Pet Adoption Center: Thirty (30) Calendar Days
- Justice Center: Forty-Five (45) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

GALLAGHER

**CSP 07-C SPRAYED ON FIREPROOFING AND SPRAYED INSULATION  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
07	072129	SPRAYED THERMAL INSULATION
07	078100	APPLIED FIRE PROTECTION

<b>PET ADOPTION CENTER</b>		
07	072100.2.02.D	SPRAY-IN-PLACE-FOAM-INSULATION

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security

2. **SITE VISIT:**  
 All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**  
**PET ADOPTION CENTER**  
**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

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THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

7. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

8. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

9. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

10. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

11. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**GALLAGHER****12. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**13. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**14. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**15. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**16. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

**17. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**18. SPRAY FIREPROOFING:**

This CSP Package Contractor shall furnish and apply rated spray fireproofing to structural steel members of the building in accordance with the requirements of the contract documents. This CSP Package Contractor shall be responsible for a submittal review of all structural steel shop drawings prior to steel fabrication for any conflicts of primed structural steel members which may interfere with the fire rated coatings being applied as part of this scope of work. Work will not proceed until this CSP Package Contractor has reviewed, approved and returned a set of structural steel shop drawings.

**19. SPRAYED INSULATION:**

This CSP Package Contractor shall provide the necessary labor, materials, supervision, safety personnel and equipment as required to furnish and install all spray insulation shown or indicated in the contract documents, including, but not limited to wall insulation, floor insulation and wall/roof intersection insulation. Spray foam shall be applied to all areas as indicated in the contract documents in the proper thickness to achieve the R-value specified. Materials shall meet or exceed the water vapor transmission and surface burning characteristics outlined in the specifications.

**GALLAGHER****20. STRUCTURAL STEEL COORDINATION:**

Immediately after contract award, this CSP Package Contractor shall furnish a drawing to the construction manager indicating the areas of work to receive sprayed-on fireproofing. Indicate which structural steel members are NOT to be primed so that this information can be furnished to the structural steel contractor and incorporated into structural steel shop drawings.

**21. OVERSPRAY PROTECTION:**

This CSP Package Contractor shall furnish and install screening, satisfactory to the Construction Manager, to protect adjacent building areas from overspray, fall-out and dusting resulting from the application of sprayed on fireproofing. Work of this CSP Package will be required to be on-going while other construction trades continue to work in adjacent areas and this CSP Package Contractor will be required to fully enclose and contain the area of spray operations with adequate screen devices as required.

**22. CLEAN UP:**

This CSP Package Contractor shall perform final cleaning of the work acceptable to the Construction Manager. As the work progresses, this CSP Package Contractor shall complete segmented areas of the building complete with final cleaning prior to continuing spray operations in another building segment or area. All overspray shall be removed from adjacent and in-place materials and the area floor and wall surfaces left clean and acceptable for work of other trades to continue ON A DAILY BASIS! This shall include the cleaning of fireproofing materials from inside of ductwork as necessary.

**23. FIREPROOFING REQUIREMENTS:**

This CSP Package Contractor shall provide, as a minimum, at least two (2) crews with two (2) machines until the completion of this scope of work.

**24. SEQUENCING:**

This scope of work may require several work stoppages due to coordination resulting in a segmented schedule for this scope of work. This shall be included in the base proposal, compensation for this item will not be made at a later date.

**25. SCOPE COORDINATION:**

Other trades will be working in each area simultaneously with this scope of work or even prior to this scope of work. This CSP Package Contractor shall be prepared to perform this work around conduit, ductwork, sprinkler piping, etc.

**26. CONFINED SPACE WORK:**

This CSP Package Contractor shall provide all safety measures as required by OSHA and all other governmental agencies relating to work in a confined space including, but not limited to, training, air monitoring, rescue personnel, rescue equipment, etc.

**27. TOUCH UP FIREPROOFING:**

This CSP Package Contractor shall include the applicable allowance within the base proposal for this CSP Package for touch-up of sprayed-on fireproofing. This CSP Package Contractor may be requested to return to the project on three (3) separate days after fireproofing operations have been completed to perform minor touch-up to the fire proofing application that may have been damaged by other trades. This touch-up, if required, will be coordinated with this CSP Package Contractor by the Construction Manager. Provide the hourly rate for all such touch-up work in the appropriate location on the Construction Proposal form. Refer to allowance section of this CSP Package for allowance amount.

**CSP PACKAGE EXCLUSION(S)**

1. **LABORATORY TESTING (EXCEPT RETESTING)**
2. **COST OF WATER USE**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a **THREE THOUSAND DOLLAR (\$3,000.00) allowance, within the base proposal of the Justice Center project to be used at the discretion of the Construction Manager.**



**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Ten (10) Calendar Days  
 Justice Center: Twenty-One (21) Calendar Days
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 08-A FRAMES DOORS AND HARDWARE  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
08	081113	HOLLOW METAL DOORS AND FRAMES
08	081416	FLUSH WOOD DOORS
08	083473.13	SOUND CONTROL HOLLOW METAL DOOR ASSEMBLIES
08	083473.16	SOUND CONTROL WOOD DOOR ASSEMBLIES
08	087100	DOOR HARDWARE
<b>PET ADOPTION CENTER</b>		
08	081113	HOLLOW-METAL DOORS AND FRAMES
08	081600	FIBERGLASS REINFORCED PLASTIC (FRP) DOORS AND FRAMES
08	082100	WOOD DOORS
08	087100	DOOR HARDWARE

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

## GALLAGHER

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following dates:

	<b>Pet Adoption Center</b>	<b>Justice Center</b>
<b>HOLLOW METAL FRAMES:</b>	<b>5/1/21</b>	<b>5/1/21</b>
<b>HOLLOW METAL DOORS AND HARDWARE:</b>	<b>7/1/21</b>	<b>7/1/21</b>
<b>WOOD/LAMINATE DOORS AND HARDWARE:</b>	<b>9/1/21</b>	<b>12/1/21</b>

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

**Kaufman County Justice Center/Pet Adoption Center**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

This CSP Package Contractor shall submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

**GALLAGHER**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. GENERAL SCOPE CLARIFICATIONS:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to furnish all hollow metal items, furnish and install all wood, hollow metal, FRP, and sound control doors and furnish and install all finish hardware relating to these items as outlined here-in and/or shown or indicated in the construction documents.

**21. INSTALLATION CLARIFICATION:**

This CSP Package Contractor shall furnish and install all doors and hardware to complete the project requirements of this CSP Package. The only items to be installed by others are the hollow metal frames. This CSP Package Contractor shall periodically check the door frame installation to ensure that all openings shall properly accept the doors and hardware. It is this CSP Package Contractor's responsibility to keep up with the progress of the project to inspect frames in a timely manner. FRP door assemblies shall be installed complete by this CSP Package Contractor.

**22. STANDARD HOLLOW METAL:**

This CSP Package Contractor shall detail, schedule, fabricate, tag and deliver F.O.B. jobsite the project requirements of standard hollow metal frames and doors. Hollow metal door frames, borrow lites, and window frames of size and type as indicated shall be fabricated as welded units and shall include framing anchors, mullions, foam inserts, glazing stops, metal door louvers and door silencers where required.

**23. SPECIAL HOLLOW METAL:**

This CSP Package Contractor shall furnish the hollow metal frames and doors according to the following criteria:

- a. The hollow metal doors shall be prepared with metal vision panels, glazing stops or by other methods indicated in the contract documents for glazing by others.
- b. Any frame units that cannot be shipped in one piece shall be field assembled by factory personnel using the same methods and techniques used in the original fabrication.
- c. Note: All connections and joints shall be sealed by welding to preclude any moisture at all exterior locations.
- d. Include hollow metal corner closures, closure plates, support brackets, and other accessories as required.

**24. HOLLOW METAL PAINT CLARIFICATION:**

This CSP Package Contractor shall include a sufficient amount of paint, primer, etc. to prevent rusting on all hollow metal items. Any rusting incurred, prior to finish painting processes, shall be the responsibility of this CSP Package Contractor to remove and correct. Note: Hollow metal items may experience outdoor conditions for an extended period of time prior to the application of finish painting.

**25. HOLLOW METAL FRAME INSTALLATION VERIFICATION:**

This CSP Package Contractor shall be responsible for checking the installation of all door frames periodically once installation has begun. Any discrepancies or problems shall be brought to the attention of the Construction Manager immediately, so that they may be corrected. If this is not done on a timely basis, all corrective action shall be the responsibility of this CSP Package Contractor.

**GALLAGHER****26. DOORS:**

This CSP Package Contractor shall detail, schedule, fabricate, tag, deliver and install the project requirements of solid non-rated core and solid fire-rated core wood doors, hollow metal doors and sound control doors. Wood doors, of size and type as indicated, shall be pre-finished and pre-machined for finish hardware and shall be provided with glass stops, metal vision panels and metal door louvers as required. Where indicated, double doors shall be provided with T-shaped metal astragals. Ship doors wrapped individually in moisture protective plastic film envelopes. Hollow metal doors, of size and type as indicated, shall be pre machined for finish hardware and furnished with door louvers, metal vision panels and glazing stops where indicated. Provide acoustical rated doors and frames as scheduled and specified. Furnish and install FRP doors and frames as scheduled and specified.

**27. FITTING OF DOORS:**

This CSP Package Contractor shall include, within the base proposal, the necessary cutting, trimming, sanding, etc. required to adjust doors to fit in openings as directed by the Construction Manager. This shall include up to seven (7) wood doors and up to five (5) hollow metal doors per project.

**28. HOLLOW METAL FRAMES/DOORS MODIFICATIONS:**

This CSP Package Contractor shall include, within the base proposal, 20 hours of hollow metal frames, doors, repairs, cutting, patching, etc. per project.

**29. BUILDING HARDWARE:**

This CSP Package Contractor shall furnish, schedule, tag, deliver, and install the project requirements of building hardware as specified or indicated in the contract documents. Hardware schedules are to be bound in book form, loose pages in a folder are not acceptable. The hardware shall include electric operated hardware at access controlled doors including hardware, contactors, power supplies, wiring, etc. The CSP 08-A Contractor shall coordinate wiring requirements for the access control hardware furnished under this package with the Security Contractor. Hardware shall be assembled, identified and delivered by sets and marked for specific door use as indicated. This CSP Package Contractor shall furnish locking cylinders for aluminum doors, overhead doors, rolling grilles, etc. This CSP Package Contractor shall also install aluminum plates and thresholds. This shall include bulkhead threshold assemblies, where indicated. Provide sawcutting, waterstop and sealants at exterior thresholds, where indicated. Note: This CSP Package Contractor shall provide a secure and controlled hardware storage area having shelving as required to separate and store building hardware by sets. Upon completion of the installation, this CSP Package Contractor shall remove all construction cylinders and replace with final building cylinders

**30. KEYING CLARIFICATION:**

This CSP Package Contractor shall furnish and install all locking cylinders, cores and keys in the finish hardware as indicated. This shall also include the following provisions:

- a. 8 master keys given to the construction manager for their use
- b. Provide 30 additional key blanks and 10 additional cores to be used at the direction of the Construction Manager. Additional cores shall be keyed as directed by the Construction Manager and/or the Owner.
- c. All keys shall be tagged with metal tags by the final room number and given to the Construction Manager in a filed and orderly manner
- d. This CSP Package Contractor shall perform a final keying walk-thru with the Owner verifying that all keys properly work the indicated area

**31. TEMPORARY CONSTRUCTION CYLINDERS/CORES:**

This CSP Package Contractor shall furnish and install temporary construction cylinders and cores for all exterior doors on the project as directed by the Construction Manager.

**32. PERMANENT CYLINDERS/CORES:**

This CSP Package Contractor shall coordinate the procurement and installation of all permanent cylinders/cores as needed.

**33. MAGNETIC HOLD OPENS:**

This CSP Package Contractor shall furnish and install all magnetic hold opens as indicated within the contract documents. Connection to fire alarm system shall be by others.

34. **ADDITIONAL FLOOR STOPS:**

This CSP Package Contractor shall furnish and install a floor stop at each door leaf with a magnetic hold open device to prevent wall damage.

35. **LOUVERS:**

This CSP Package Contractor shall furnish and install all door louvers as indicated.

36. **FREIGHT CLAIMS:**

This CSP Package Contractor will be responsible for all claims against freight companies for damage to materials during transit.

**CSP PACKAGE EXCLUSION(S)**

1. **GLASS AND GLAZING OF ANY DOOR OR OPENING FURNISHED UNDER THIS CSP PACKAGE.**
2. **"STOREFRONT" DOOR HARDWARE. ( EXCEPT LOCKING CYLINDERS)**
3. **INSTALLATION OF DOOR OR WINDOW FRAMES  
DETENTION DOORS/FRAMES/HARDWARE**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

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6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **INSTALLATION COMPLETION:**

On or before SEVEN (7) calendar days per project from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

---END OF SECTION---



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**CSP 08-B GLASS AND GLAZING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

**DIVISION NO:**

**SECTION:**

**TITLE:**

**JUSTICE CENTER**

07	072100	THERMAL INSULATION
07	079200	JOINT SEALANTS
08	084213	ALUMINUM-FRAMED ENTRANCES
08	084413	GLAZED ALUMINUM CURTAIN WALLS
08	087100	DOOR HARDWARE
08	087113	AUTOMATIC DOOR OPERATORS
08	088100	GLAZING

**PET ADOPTION CENTER**

07	079200	CAULKING AND SEALING
08	084100	ALUMINUM ENTRANCES, STOREFRONTS, AND WINDOWS
08	087100	DOOR HARDWARE
08	088000	GLASS AND GLAZING
10	100000.2.01.Q	PASS THRU WINDOW

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

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All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 7/1/21

Justice Center: 8/1/21

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

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9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

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**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. ENERGY CONSERVATION CODE:**

This CSP Package Contractor shall furnish all material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

**21. TEMPORARY BUILDING ENCLOSURE CLARIFICATION:**

Temporary protection will be installed over window and door openings by others until the permanent doors and windows can be installed. This CSP Package Contractor shall remove and dispose of the temporary protection as required to install permanent doors and windows provided by this CSP Package. Upon removal of temporary protection, it shall be the responsibility of this CSP Package Contractor to provide temporary protection for all openings until the openings are completed to a watertight condition.

**22. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, requirement and hoisting required to provide all of the glass and glazing requirements as outlined here-in and/or shown or indicated in the contract documents.

**23. WOOD BLOCKING CLARIFICATION:**

All wood blocking shown or indicated in the contract document at door and window openings shall be installed by the CSP 09-A Contractor, except shims required for the installation of aluminum door and window frames. Any additional wood blocking required for the proper installation of the aluminum curtainwall, storefront and window systems not shown on the contract documents shall be furnished and installed by the CSP 08-B Contractor.

**24. WINDOW AND GLASS SYSTEMS:**

This CSP Package Contractor shall furnish and install aluminum curtain wall systems and aluminum storefront and window systems complete with all openings glazed and caulked to weather tight conditions. The aluminum framing and glazing shall be of the style and type indicated in the contract documents. Finish shall be as specified and all openings shall be fully glazed and sealed with closure pieces, aluminum sleeves, metal trim, etc. All work shall be caulked and sealed in accordance with the sealant specification. Provide top and bottom clips at the head and sill of all jambs as necessary to attach the aluminum framing to the building structure.

**25. ALUMINUM/GLASS ENTRANCE DOORS AND FINISH HARDWARE:**

This CSP Package Contractor shall furnish and install aluminum/glass entrance doors, sidelights and transoms of size and type as shown or indicated on the drawings. This CSP Package Contractor shall include furnishing and installation of all door hardware at these locations. Locking cylinders shall be furnished by others and installed by this CSP Package Contractor. This CSP Package Contractor shall also install aluminum plates and thresholds. Provide sawcutting, waterstop and sealants at exterior thresholds, where indicated. The hardware shall include all automatic door operators if shown or indicated on the contract documents complete with remote push buttons, wiring, contactors, power supplies, etc. The hardware shall also include electric operated hardware at access controlled doors including hardware, contactors, power supplies, wiring, etc. The CSP 08-B Contractor shall coordinate wiring requirements for the access control hardware furnished under this package with the Security Contractor.

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**26. GLAZING:**

This CSP Package Contractor shall provide glazing of all aluminum windows, door panels, door view windows, one way windows, sound glass, safety glass, tinted glass, spandrel glass, all glazing of hollow metal doors, frames and borrowed light panels, glazing of cabinetry items and all glazing of wood doors utilizing glazing materials of size and type specified and scheduled in the contract documents. Provide manufacturer's fire rating label and certification(s) that are required. Provide window film as specified.

**27. ALUMINUM TRIM:**

This CSP Package Contractor shall furnish and install all aluminum sills, frames, angles and trim at all window openings at all masonry and metal panel conditions so as to ensure water-tightness of all openings installed. This shall include furnishing and installing ice and water shield below sills as shown or indicated or necessary for weather tightness.

**28. FIRE RATED GLASS AND FRAMING SYSTEMS:**

This CSP Package Contractor shall furnish and install all fire rated glass and framing systems as specifically outlined and detailed within the contract documents. All requirements must be met to produce a "rated" system upon completion.

**29. SEALANT:**

This CSP Package Contractor shall be responsible for furnishing and installing all caulking and sealants as required to provide a complete and waterproof installation of all items included within this scope of work. Furnish and install all caulking of exterior aluminum window and storefront openings at intersections with dissimilar materials both interior and exterior. Backer rod shall be installed by this CSP Package Contractor as necessary prior to caulking. This shall include all areas in which curtain wall, storefront or windows intersect with dissimilar materials. Under no circumstances shall caulk joints exceed 7/16".

**30. POWER DOOR OPERATORS:**

This CSP Package Contractor shall furnish and install all power door operators in accordance with the plans and specifications including but not limited to, push buttons, wiring, contractors, power supplies, posts, etc. as required for a completed and operable system. This shall include coordination with other trades to ensure proper functioning of all components, including coordination with the Electrical Contractor for the location of conduit and backboxes required for this system.

**31. SPECIALTY ITEMS:**

This CSP Package Contractor shall furnish and install all specialty items associated with the glass, glazing, and window systems. This shall include, but is not limited to, the following items:

- a. Aluminum sunshades
- b. Butt glazing
- c. Frameless glazing wall systems
- d. Glazing channels (cut concrete slab & grout sills where indicated)
- e. Glass partitions
- f. Laminated glass
- g. Melamine foam
- h. Mastic adhesives
- i. Opague glass
- j. Colored glass
- k. Prefinished galvanized flashings, including at columns
- l. Rigid insulation behind glazing
- m. Sliding glass door assemblies
- n. Spandrel glass

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- o. Speak holes
- p. Transaction windows, complete including frames, glazing, sills, trays, etc.
- q. Transoms
- r. Metal plenum closure panels
- s. Opacifier
- t. Integral window blinds

**CSP PACKAGE EXCLUSION(S)**

1. **CLEANING OF GLASS AND MIRRORS.**
2. **FRAMED MIRRORS AS SCHEDULED FOR TOILET ACCESSORIES**
3. **WOOD BLOCKING – BY DRYWALL CONTRACTOR (EXCEPT FOR ANY AND ALL SHIMS REQUIRED BY THIS CSP PACKAGE) – REFER TO WOOD BLOCKING CLARIFICATION**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
2. **PROPOSAL DATE / TIME / LOCATION:**  
02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
3. **POST PROPOSAL INTERVIEW:**  
The post proposal interview shall take place on February 5, 2021 (as applicable).
4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
The CSP Package award shall take place Tuesday, February 23, 2021.
5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
6. **SUBMITTALS DUE:**  
Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

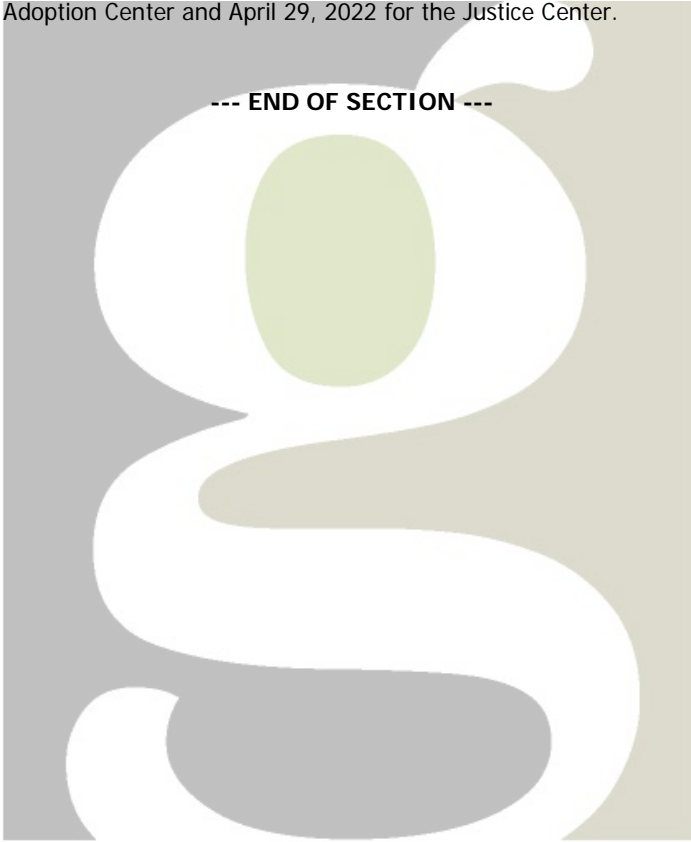
On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Twenty-One (21) Calendar Days

Justice Center: Forty-Five (45) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



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**CSP 08-C OVERHEAD SECTIONAL DOORS  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
PET ADOPTION CENTER		
08	083613	OVERHEAD SECTIONAL DOORS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION**



**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

**GALLAGHER**

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **OVERHEAD SECTIONAL DOORS:**

This CSP Package Contractor shall provide all the necessary labor, materials, equipment, hoisting and accessories required to completely furnish and install all overhead sectional doors, as shown or indicated within the contract documents. Doors shall be complete with latches, rails, locks, weather stripping, pulls, fascia, motors, tracks, etc. The locking system must be compatibly keyed to the building's master keying system. Building master locking cylinders shall be furnished by others and installed by this CSP Package Contractor.

21. **CONTROLS AND CONTROL WIRING:**

All controls and control wiring required for the proper operation of the overhead doors shall be completed by this CSP Package Contractor. Connection of motors to building power shall be completed by the CSP 26-A Contractor.

22. **SUPPORT ANGLE CLARIFICATION:**

**GALLAGHER**

This CSP Package Contractor shall review the documents for the designed support members. Any members not indicated but deemed necessary by this CSP Package Contractor shall be furnished and installed by this CSP Package Contractor, including overhead bracing, tubing, etc.

**CSP PACKAGE EXCLUSION(S)**

**NONE**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
2. **PROPOSAL DATE / TIME / LOCATION:**  
02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
3. **POST PROPOSAL INTERVIEW:**  
The post proposal interview shall take place on February 5, 2021 (as applicable).
4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
The CSP Package award shall take place Tuesday, February 23, 2021.
5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
6. **SUBMITTALS DUE:**  
Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
7. **SUBSTANTIAL COMPLETION:**  
On or before FIVE (5) calendar days from the Notice to Proceed for the Installation of the Work.
8. **PROJECT COMPLETION DATE:**  
The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

## GALLAGHER

**CSP 09-A DRYWALL AND ACOUSTICAL  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
05	054000	COLD-FORMED METAL FRAMING
06	061000	MISCELLANEOUS ROUGH CARPENTRY
07	072100	THERMAL INSULATION
07	078413	PENETRATION FIRESTOPPING
07	078446	FIRE-RESISTIVE JOINT SYSTEMS
07	079200	JOINT SEALANTS
08	081216	ALUMINUM DOORS AND FRAMES
08	083113	ACCESS DOORS AND FRAMES
09	092900	GYPSUM BOARD ASSEMBLIES
09	095100	ACOUSTICAL PANEL CEILINGS
09	098100	ACOUSTIC BLANKET INSULATION
09	098433	SOUND-ABSORBING WALL UNITS
10	102600	WALL PROTECTION
10	102641	BALLISTICS RESISTANT PANELS
<b>PET ADOPTION CENTER</b>		
05	054000	COLD-FORMED METAL FRAMING
05	055800	ARCHITECTURAL METAL COLUMN COVERS
05	055000.2.02.E	STRAPPING AND BANDING
06	061000	ROUGH CARPENTRY
07	072100.2.02.A	SOUND ATTENUATION BATT INSULATION
07	072100.2.02.B	FLAME SPREAD
07	074000	CLADDING SUPPORT SYSTEM
07	074243	COMPOSITE WALL PANELS
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING

## GALLAGHER

08	083100	ACCESS DOORS
09	092000	GYPSUM WALLBOARD, METAL FRAME SYSTEMS
09	095100	ACOUSTICAL CEILINGS
10	100000.2.01.B	ACOUSTICAL PANELS AT KENNELS
10	102616	PALLADIUM RIGID VINYL RUBRAILS
10	102623	ASPEX WALL PROTECTION

**GENERAL SCOPE PROVISIONS****1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:****PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO**

## GALLAGHER

COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

	<b>Pet Adoption Center</b>	<b>Justice Center</b>
<b>Metal Framing and Sheathing</b>	<b>5/1/21</b>	<b>5/1/21</b>
<b>Gypsum Board</b>	<b>6/1/21</b>	<b>7/1/21</b>
<b>Ceiling Grid</b>	<b>8/1/21</b>	<b>10/1/21</b>
<b>Ceiling Tile</b>	<b>10/1/21</b>	<b>12/1/21</b>
<b>Miscellaneous</b>	<b>10/1/21</b>	<b>12/1/21</b>

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

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There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for

**GALLAGHER**

review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. EXTRA STOCK:**

This CSP Package Contractor shall furnish and deliver to the Owner all extra stock materials as required by the contract documents. If not otherwise indicated, this CSP Package Contractor shall provide 5% extra stock of all items provided by this CSP Package Contractor, except accent colors. One additional box/roll of accent colors shall be provided in lieu of the 5% requirement. All excess materials remaining after installation shall remain on the project for the owners use. Extra stock materials shall be provided from the first run materials to match die lots and shall not be used to finish or patch. All extra stock shall be stored and secured at the direction of the Construction Manager.

**21. ENERGY CONSERVATION CODE:**

All material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

**22. TEXAS DEPARTMENT OF LICENSING AND REGULATION REQUIREMENTS:**

This CSP Package Contractor shall verify that all items to be installed by this CSP Package Contractor will conform to ADA/TDLR/EAB requirements prior to installation. The Construction Manager shall be notified of any discrepancies immediately. Any corrective actions required due to incorrectly installed items shall be the responsibility of this CSP Package Contractor.

**23. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to provide complete drywall, acoustical, insulation, rough carpentry and lath & plaster systems as outlined here-in and/or indicated in the contract documents.

**24. DRYWALL AND ACOUSTICAL CONSTRUCTION:**

This CSP Package Contractor shall provide at least two (2) drywall crews and two (2) acoustical ceiling crews for the Justice Center and at least one (1) drywall crew and one (1) acoustical ceiling crew for the Pet Adoption Center. Each crew shall contain, as a minimum project crew size, 20 construction workers, consisting of a foreman, journeymen, helpers and laborers.

**25. ACCESS:**

This CSP Package Contractor shall maintain access to 50% of the building entrances at all times during the operations of this CSP Package scope of work.

**26. SCAFFOLDING & HOISTING:**

The CSP Package Contractor shall furnish and provide all scaffolding and hoisting as required for the performance of this scope of work including protection of existing roof structures or other finished areas, as required.

**27. TEMPORARY SAFETY CONSTRUCTION:**

This CSP Package Contractor shall furnish, install, maintain and remove an OSHA standard fall protection system at all elevator shaft openings which shall remain in place until completion of the elevator installation. This CSP Package Contractor shall also install temporary handrails at all stairs used by jobsite personnel to access upper floors of the projects. Temporary handrails shall be removed and replaced by this CSP Package Contractor to allow work to progress in the stairwells. This CSP Package Contractor shall remove and dispose of all temporary safety items as directed by the Construction Manager. (this is in no way inclusive of all OSHA requirements that this CSP Package Contractor shall meet)

**28. ROUGH CARPENTRY:**

This CSP Package Contractor shall furnish all labor, materials and equipment as required to provide the project requirements for all interior concealed support backing or wood blocking within an exterior wall, furred wall, interior partition, above drywall ceiling, above suspended acoustical ceiling or above plaster ceiling as required for the installation of work to be furnished and installed by this CSP Package Contractor and others. Support backing as required, may be attached to metal framing, steel, concrete, concrete masonry units or face brick. Wood materials shall be of type suitable for the required application and shall be fire retardant treated wood



where specified. This CSP Package Contractor shall also provide miscellaneous wood items as indicated. These items shall include, but are not limited to, the following:

- a. Blocking for handrail brackets and access ladders in drywall
- b. Blocking for shelving units and shelving brackets
- c. Blocking required for toilet accessories and partitions
- d. Blocking as required for overhead doors
- e. Blocking for wire partitions
- f. Blocking to receive all specialty items
- g. Casework blocking
- h. Millwork blocking
- i. Nailers for wood trim
- j. Nested blocking
- k. Plywood backboards for electrical, phone, data, irrigation, other systems
- l. Window head, sill and jamb blocking
- m. Wood framing, plywood and mineral wool insulation at raised floors
- n. Wood overframing

29. **EXTERIOR METAL STUD WALL FRAMING SYSTEMS:**

This CSP Package Contractor shall furnish all labor, materials, equipment and anchorage in accordance with the "Gypsum Construction Handbook" as required to provide the exterior metal stud wall system utilizing materials as indicated and specified to include the cold rolled metal framing, gypsum sheathing board, plywood sheathing, bracings, clip angles, welding, taped joints and laps (provide taped joints whether shown in the contract documents or not). This shall include metal stud framing at parapet walls. If the design of the exterior framing systems is not included in the contract documents, the design shall be completed and certified by a registered professional engineer provided by this CSP Package Contractor. If the design of the exterior framing systems is included in the contract documents, this CSP Package Contractor shall install the systems according to the provided design. All structural wall systems shall be installed according to the design to meet the implied loads, whether indicated or not in the contract documents. The design engineer shall make periodic site visits to inspect and certify, in writing, his/her acceptance of work in place for each area. This written approval is required prior to closing any walls or covering any ceilings.

30. **CANOPY SUPPORTS:**

This CSP Package Contractor shall furnish and install two additional exterior metal studs matching the size and gauge of the balance of the exterior framing at each canopy connection point to the building. Coordinate exact installation locations with the Construction Manager. All canopy brackets (furnished by others) at drywall conditions shall be installed by this CSP Package Contractor.

31. **INTERIOR METAL STUD FRAMING SYSTEMS:**

This CSP Package Contractor shall furnish all labor, materials, equipment and anchorage in accordance with the "Gypsum Construction Handbook" to provide all interior metal stud framing utilizing materials of size and type as indicated and specified for all partitions, furring, ceiling, chases, furr downs, proscenium framing, light covers, box frames, bulkheads and openings. Frame to ceiling heights as specified and utilize compressible fillers and acoustical sealant where required. This shall include furring channels, metal carriers, bracings, expansion joints, etc. (All interior metal framing to be supported from the roof structure shall be designed and certified by a registered professional engineer and installed according to the design to meet the implied loads, whether indicated in the contract documents or not.) The design engineer shall make periodic site visits to inspect and certify, in writing, his/her acceptance of work in place for each area. This written approval is required prior to closing any walls or covering any ceilings.

32. **Z-CLIPS AND ANGLES:**

All steel Z-clips and angles 12 gauge and lighter shown or indicated in the contract documents shall be

provided by this CSP Package Contractor. The CSP 05-A Contractor shall furnish and install all steel Z-clips and angles 10 gauge and heavier.

33. **FIRE RESISTIVE FRAMING, FURRING AND FIRE STOPPING:**

This CSP Package Contractor shall install fire-resistive column enclosures, shaft wall, area separation walls and furring as indicated on the drawings. Provide fire rated enclosures as noted on the contract documents. Furnish and install all channel and metal stud framing complete with fire taped gyp board enclosures at roof joist and supporting columns and beams in accordance with the proposal documents. Provide firesafing and fire shielding as indicated.

34. **CEILING WIRE CLARIFICATION:**

CSP-09-A shall provide additional ceiling wires needed to support the lay-in light fixtures attached to the structure. CSP-26-A shall attach the ceiling wires to the fixtures. A minimum of 4 wires per fixture shall be provided. A minimum of four (4) wires per fixture shall be provided.

35. **TILE BACKER BOARD:**

This CSP Package Contractor shall furnish and install all tile backer board as indicated within the contract documents.

36. **FRY METALS, REVEALS AND MOLDINGS:**

This CSP Package Contractor shall furnish and install all fry metals, reveals and moldings necessary to complete this scope of work.

37. **ACOUSTICAL OR GYPSUM BOARD CEILING SUSPENSION SYSTEMS:**

This CSP Package Contractor shall furnish and install the project requirements of heavy duty rated or non-rated acoustical ceiling, gypsum board or fiberglass panel suspension systems as shown or indicated in the contract documents. Furnish and install hold down or "Z" clips, etc as required. Coordinate ceiling grid installation with the work to be installed.

38. **CEILING COORDINATION:**

Prior to the installation of ceilings, this CSP Package Contractor shall be responsible for the coordination of all acoustical and gypsum board ceiling systems with the Mechanical, Plumbing, Electrical and Special Systems Contractors to alleviate conflicts between items to be located in the ceiling. A coordination meeting between all affected trades shall be scheduled by this CSP Package Contractor through the Construction Manager. If this coordination does not take place, this CSP Package Contractor shall be responsible for all corrective work required due to conflicts, at no additional cost to the Owner.

39. **GYPSUM BOARD SYSTEMS AND INSTALLATION:**

This CSP Package Contractor shall install all gypsum board in accordance with "Gypsum Construction Handbook" utilizing materials of thickness and type as specified. Construct wall and ceiling systems as required to achieve fire resistive and acoustical ratings as required by the documents. Furnish and install corner beads on all outside corners and control joints as indicated. Provide all other drywall accessories as required. Cut all openings required for installation of other contractors' equipment and boxes. (This shall include electrical receptacles.) This CSP package contractor shall furnish and install a 3" strip of durock cement board or exterior densglass sheathing held ½" off of the floor at the base of all drywall partitions. The thickness of the durock cement board or exterior densglass sheathing shall be the same as the gypsum board being installed above.

40. **ACOUSTICAL, GYPSUM BOARD, CEMENTITIOUS OR FIBERGLASS CEILING AND WALL PANELS:**

This CSP Package Contractor shall furnish and install the project requirements of acoustical wall panels, acoustical ceiling panels, gypsum board ceiling panels, cementitious acoustical panels or fiberglass units of size and type as scheduled. Cut and fit panel units around work installed in or through grid by other trades. All framing for acoustical wall panels shall include lifts and floor protection as required. Coordinate placement with architect and other trades to avoid conflict with fire strobes, light switches, millwork, etc.

41. **PLASTER AND STUCCO FRAMING:**

This CSP Package Contractor shall furnish all labor, materials, and equipment necessary to install the complete framework for all Plaster and Stucco. This shall include all connections and fastening devices necessary to

make this a complete structural support system. Structural steel support framing, angles and plates will be furnished and installed by others. This CSP Package Contractor shall furnish and install all insulation at these conditions.

42. **PLASTER AND STUCCO:**

This CSP Package Contractor shall furnish and provide all of the project requirements to install the insulation, glass fiber reinforcement, lath, screeds, drip screeds, vent screeds, stops, drip edges, expansion/control joints, and plaster or stucco finish surfaces as indicated within the documents for the complete systems including integral color as selected by the Architect. All dampproofing behind plaster shall be completed by this CSP Package Contractor. This CSP Package Contractor shall seal all plaster and stucco joints, both interior and exterior.

43. **BATT AND BLANKET INSULATION:**

This CSP Package Contractor shall furnish and install ALL thermal batt or blanket insulation, acoustical or sound insulation, and fire safing insulation as required for the project (including work at plaster soffits and canopy conditions). Materials shall be in accordance with the requirements of the contract documents and the installation shall be tight, secure and neat in all areas. This CSP Package Contractor shall insulate above kitchen exhaust hoods whether shown, or not.

44. **SEALANT:**

This CSP Package Contractor shall furnish and install fire rated sealant for all connections to deck and dissimilar elements (excluding HVAC, electrical and fire sprinkler penetrations), in accordance with the requirements of the documents. Acoustical sealant shall be provided in accordance with manufacturer's recommendations for the drywall and acoustical systems to be installed. This shall include sealant at drywall intersections. This CSP Package Contractor shall seal all joints in plaster and stucco, both interior and exterior. Provide spray on sealant system where indicated.

45. **SPECIALTY MATERIALS FURNISHED AND INSTALLED BY THIS CSP PACKAGE CONTRACTOR:**

This CSP Package Contractor shall furnish and install the project requirements of the following items:

- a. Acoustical blanket
- b. Acoustical wall & ceiling panels
- c. Aluminum angle closure pieces
- d. Aluminum doors and frames
- e. Ballistic rated panels at court room rail walls, benches, etc.
- f. Cementitious Board & Backer Board
- g. Ceiling trim
- h. Channel bridging
- i. Column Covers
- j. Composite wall panels and cladding support system
- k. Densboard, denshield (including tile guards)
- l. Fiberglass sound board
- m. Fire safing
- n. Firestop track
- o. FRP Wall Panels
- p. Floor penetration enclosures
- q. Galvanized straps
- r. Horizontal enclosures
- s. Gypsum sheathing

- t. Furring channels and "Z" angle
- u. Linear wood grille ceilings
- v. Metal control joints
- w. Metal lath at steel beams
- x. Plywood sheathing
- y. Resilient channel, steel studs, V-bracings, steel straps, carriers
- z. Reveal moldings and J-moldings
- aa. Security mesh
- bb. Shaft Wall & shaft liner
- cc. Sound attenuation blankets.
- dd. Z Channels
- ee. Wall and corner guards, wall protection sheets, rub rails
- ff. Wall, ceiling and floor expansion joint assemblies. Installation shall include grout, backer rod, sealants, compressible fillers and fire caulking at all expansion joint assemblies. All expansion joint materials shall be approved by the Construction Manager prior to installation

46. **MATERIALS FURNISHED BY OTHERS/INSTALLED BY THIS CSP PACKAGE CONTRACTOR:**

This CSP Package Contractor shall include the installation of certain materials as identified herein to be furnished by others. This CSP Package Contractor shall include in this proposal all labor, materials, equipment and services as required to receive, inventory, unload, store and protect on-site, distribute to installation location and install in accordance with the contract documents the project requirements of the following materials furnished by others:

- a. Access Doors
- b. Canopy Brackets at Drywall Conditions
- c. Fire Extinguishers, Cabinets and Brackets
- d. Hollow metal Door frames
- e. Hollow Metal Window Frames

47. **ADDITIONAL ACCESS PANELS:**

This CSP Package Contractor shall furnish and install ten (10) additional 24" x 24" access panels in drywall in locations as directed by the Construction Manager at each project.

48. **DOOR FRAMES:**

Prior to door installation by others, all door frames installed by this contractor shall be checked and certified by this contractor to be plumb and square and installed per TDLR/TAS/ADA requirements. Documentation shall be furnished to the Construction Manager to this effect. If frames are not level and plumb when door installation by others begins, CSP 09-A shall be held responsible for costs of correction.

49. **CLEAN UP:**

This CSP Package Contractor shall provide on a daily basis the clean-up of all trash and debris resulting from construction operations of this CSP Package. All work areas of this CSP Package shall be left broom clean at the completion of each day's construction activities.

50. **TEMPORARY BUILDING ENCLOSURES:**

This CSP Package Contractor shall furnish temporary sheathing, plywood, etc. over all door and window openings until the permanent doors and windows can be installed. This material shall be a minimum of plywood at the doors with chains and locks to secure the building and reinforced plastic sheathing over the windows. This CSP Package Contractor shall maintain these items to keep a "weathertight" facility until permanent doors and windows are installed. This CSP Package Contractor shall remove and dispose of this

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material as directed by the Construction Manager. In addition, this CSP Package Contractor shall provide six (6) temporary 1¾" solid core wood doors, hinges and lock sets installed in locations as directed by the Construction Manager at each project.

51. **FELT PAPER/AIR BARRIER/FLEXIBLE FLASHING CLARIFICATION:**

CSP 04-A shall furnish and install ALL felt paper, air barrier and flexible flashings as shown or indicated in the contract documents without exception. CSP 09-A shall coordinate installation of these items at drywall conditions as necessary with the CSP 04-A contractor to avoid scheduling conflicts.

52. **TRASH CHUTE:**

This CSP Package Contractor shall include furnishing and installing four (4) each 42" square steel trash chutes in locations as directed by the Construction Manager. The chutes shall be installed prior to the commencement of gypsum board installation on the upper levels of the building and shall remain until upper level construction operations of this CSP Package Contractor are complete or as directed by the Construction Manager, whichever is the lesser duration. All construction trades shall use these chutes for depositing trash and debris into the waste container furnished by the Owner. This CSP Package Contractor shall be responsible for temporary protection of the exterior building from damage resulting from use of the chutes and shall protect the building materials adjacent to the opening through which the chutes are extended at the upper level. This CSP Package Contractor shall maintain the chutes to provide free flow deposit of trash and debris into the waste container at all times and will maintain dust control of the container as debris is being deposited. This CSP Package Contractor shall furnish, install and maintain all safety related items required to meet or exceed OSHA requirements at the trash chutes including, but not limited to, fall protection, gates, warning signs, etc.

**CSP PACKAGE EXCLUSION(S)**

1. **ROOF BLOCKING**
2. **DRYWALL JOINT TREATMENT (TAPE AND BED), EXCEPT EXTERIOR SHEATHING**
3. **ROOF INSULATION**
4. **RIGID CAVITY WALL INSULATION ADHERED TO CONCRETE MASONRY UNITS**
5. **INTERIOR SANITARY SEALANT, INTERIOR PAINTING CAULKING AND INTERIOR CAULKING TO FINISH CARPENTRY OR MILLWORK.**
6. **INSTALLATION OF HOLLOW METAL DOOR OR WINDOW FRAMES BUILT INTO OR ATTACHED TO MASONRY WALLS**
7. **FLEXIBLE FLASHINGS, FELT PAPER, AIR BARRIER**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FORTY THOUSAND DOLLAR (\$40,000.00) allowance, within the base proposal of each project (\$80,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

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3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: One Hundred and Eighty (180) Calendar Days

Justice Center: Two Hundred and Seventy (270) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 09-C TILING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
03	035416	HYDRAULIC CEMENT UNDERLAYMENT
09	090561	MOISTURE VAPOR EMISSION CONTROL
09	090565	PREINSTALLATION TESTING FOR FLOOR FINISHES
09	093000	TILING
09	093033	STONE TILING
<b>PET ADOPTION CENTER</b>		
09	093000	CERAMIC TILE
09	093400	WATERPROOFING - MEMBRANE CERAMIC TILING

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security

2. **SITE VISIT:**  
 All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**  
**PET ADOPTION CENTER**  
**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT**

**CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

#### **JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 8/1/21

Justice Center: 10/1/21

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples



where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **EXTRA STOCK:**

This CSP Package Contractor shall furnish and deliver to the Owner all extra stock materials as required by the contract documents. If not otherwise indicated, this CSP Package Contractor shall provide 5% extra stock of all items provided by this CSP Package Contractor, except accent colors. One additional box/roll of accent colors shall be provided in lieu of the 5% requirement. All excess materials remaining after installation shall remain on the project for the owners use. Extra stock materials shall be provided from the first run materials to match die lots and shall not be used to finish or patch. All extra stock shall be stored and secured at the direction of the Construction Manager.

20. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to provide complete ceramic, paver, quarry and mosaic tile items as outlined here-in and/or indicated in the contract documents.

21. **FLOOR TOLERANCES:**

This CSP Package Contractor shall review the concrete specifications for floor tolerances and be prepared to accept them. Any necessary actions deemed necessary by this CSP Package Contractor on floors that meet the concrete specifications shall be performed by this CSP Package Contractor at this CSP Package Contractor's expense.

22. **FLASH PATCHING OR (MINOR FLOOR PATCHING):**

This CSP Contractor shall receive the floor broom clean. This CSP Contractor shall include in its base proposal all labor, material, and other related items necessary to obtain a satisfactory installation of the tile work, including, but not limited to, the following:

- Floor preparation as required to meet specifications, utilizing floor fill material recommended by the floor manufacturer and approved by the Construction Manager and the Architect/Engineer.
- Remove sub-floor ridges and bumps.
- Fill low spots, cracks, joints, holes and other minor defects as required to create a smooth, flat and hard surface.
- Vacuum clean sub-floor prior to installing flooring materials.

23. **ACCEPTANCE OF WORK IN PLACE:**

The Construction Manager may require onsite visits by this CSP Contractor during the placement of the concrete slabs to review floor tolerances. This CSP Contractor, before any finishes are installed, shall inspect each area of the floor for imperfections that will prohibit an acceptable flooring installation and promptly report findings to the Construction Manager.

Any flatness or levelness discrepancies noted must be brought to the Construction Manager's attention prior to this CSP Contractor beginning installation of its work in each area of the project.

Each area of the project shall be deemed "accepted" by this CSP Contractor at the time the CSP Contractor begins its operations in the area.

24. **ADDITIONAL FLOOR FILL ALLOWANCE:**

This CSP Contractor shall include a line item in its base proposal to furnish and install an ADDITIONAL TWENTY (20) 50-lb. bags of floor fill per project to be used at the Construction Manager's discretion. THIS IS IN ADDITION TO THE FLOOR FILL REQUIRED FOR FLASH PATCHING AND MINOR FLOOR PATCHING INCLUDED IN THE BASE PROPOSAL. Floor fill must meet the tile manufacturer's recommendations and must be approved by the Construction Manager and Architect/Engineer.

The CSP Contractor's Application for Payment must include a line item for 'ADDITIONAL FLOOR FILL ALLOWANCE – 20 BAGS'.

This CSP Contractor must comply with the following procedures in order to receive payment for additional floor fill provided pursuant to the Additional Floor Fill Allowance:

- Prior to opening a bag of floor fill material ask Construction Manager's authorized representative to sign and date the unopened bag of floor fill.

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- When signed bag has been used and is empty, return to Construction Manager's authorized representative for verification.
- Bags not signed and dated by a representative of the Construction Manager prior to being used on the project shall not be considered used and shall not be counted or paid for pursuant to the Additional Floor Fill Allowance.
- Repeat process for each bag of floor fill installed pursuant to the Additional Floor Fill Allowance.
- Obtain verification and approval from Construction Manager's authorized representative of the total number of bags of floor fill installed to be billed from Additional Floor Fill Allowance prior to submitting Application for Payment.
- On final Application for Payment show amount to be credited for unused allowance.

25. **UNIT PRICING:**

- a. Furnish a unit price per 50 lb. bag in the appropriate location on the proposal form to furnish and install latex floor leveling compound. If different size bags are proposed for use on this project, provide a unit price for the proposed size and note proposed size on the proposal form.
- b. Furnish a unit price per 10 lb. bag in the appropriate location on the proposal form to furnish and install feather finish floor leveling compound. If different size bags are proposed for use on this project, provide a unit price for the proposed size and note proposed size on the proposal form.

26. **MOISTURE TESTING:**

Moisture testing of the slab may be completed by an independent testing lab at the discretion of the Construction Manager.

27. **PORCELAIN TILE:**

This CSP Package Contractor shall furnish and install thick and thin set tile surfaces for walls, wainscot, floors and base in accordance with specifications and as scheduled and indicated in the drawings. Provide and install cove base, marble/solid surface thresholds, all trim and bull nose pieces, treads and risers and waterproof membrane as shown or indicated in the contract documents. Provide bond coat over mortar bed, scratch coat and metal lath as required. This CSP Package Contractor shall coordinate tile manufacturers to be used on the project for compatibility between different tiles to be used in the same area to ensure a proper fit and alignment of mortar joints. Provide crack isolation membrane and moisture membrane as specified. All second floor janitors closets and restrooms shall be grouted with epoxy grout whether shown, or not.

28. **ALUMINUM TRIM:**

This CSP Package Contractor shall furnish and install all aluminum trim at porcelain tile as shown or indicated in the contract documents. This shall include, but is not limited to all corner guards, edge trim, stair trim, base molding/trim, etc.

29. **CAULKING AND SEALANTS:**

This CSP Package Contractor shall provide caulking with approved sealant materials as specified. Caulk joints at dissimilar materials such hollow metal door frames, hollow metal window frames and aluminum frames at floor and wall conditions. This CSP Package contractor shall caulk the top of all base materials at masonry conditions to provide a sanitary seal. Caulking shall be completed around all floor penetrations at second floor janitors closets and restrooms to provide a water-tight seal by this CSP Package Contractor.

30. **WATERPROOFING:**

This CSP Package Contractor shall furnish and install waterproofing membrane as shown or indicated in the contract documents.

**CSP PACKAGE EXCLUSION(S)**

1. **WAX OR POLISH**
2. **FLOOR FINISHES OTHER THAN REQUIRED UNDER THIS CSP PACKAGE**
3. **CEMENTITIOUS BACKER BOARD**
4. **SHOWER PANS**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a TWO THOUSAND DOLLAR (\$2,000.00) allowance, within the base proposal of each project (\$4,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Twenty-One (21) Calendar Days  
 Justice Center: Forty-Five (45) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 09-D FLOOR COVERINGS**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
03	035416	HYDRAULIC CEMENT UNDERLAYMENT
09	090561	MOISTURE VAPOR EMISSION CONTROL
09	090565	PREINSTALLATION TESTING FOR FLOOR FINISHES
09	096513	RESILIENT BASE AND ACCESSORIES
09	096519	RESILIENT TILE FLOORING
09	096536	STATIC-CONTROL RESILIENT FLOORING
09	096813	TILE CARPETING
<b>PET ADOPTION CENTER</b>		
09	096513	RUBBER BASE
09	096519	RESILIENT TILE FLOORING

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security
  
2. **SITE VISIT:**  
 All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.
  
3. **PROJECT SCHEDULE:**  
**PET ADOPTION CENTER**



THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

#### JUSTICE CENTER

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

#### 4. PROJECT WORK HOURS:

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

#### 5. PROJECT SEQUENCING CLARIFICATIONS:

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

#### 6. ON SITE STORAGE OF MATERIALS:

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 10/1/21

Justice Center: 1/1/22

#### 7. DISJOINTED SCHEDULES CLARIFICATIONS:

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

#### 8. ACCEPTANCE OF AREA:

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

#### 9. RESOURCE REQUIREMENTS:

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project

schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor,

material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **EXTRA STOCK:**

This CSP Package Contractor shall furnish and deliver to the Owner all extra stock materials as required by the contract documents. If not otherwise indicated, this CSP Package Contractor shall provide 5% extra stock of all items provided by this CSP Package Contractor, except accent colors. One additional box/roll of accent colors shall be provided in lieu of the 5% requirement. All excess materials remaining after installation shall remain on the project for the owners use. Extra stock materials shall be provided from the first run materials to match die lots and shall not be used to finish or patch. All extra stock shall be stored and secured at the direction of the Construction Manager.

20. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to provide complete floor covering items as outlined here-in and/or indicated in the contract documents.

21. **MOISTURE TESTING:**

Moisture testing of the slab may be completed by an independent testing lab at the discretion of the Construction Manager.

22. **FLOOR TOLERANCES:**

This CSP Package Contractor shall review the concrete specifications for floor tolerance and be prepared to accept them. Any necessary actions deemed necessary by this CSP Package Contractor, on floors that meet the concrete specification, shall be performed by this CSP Package Contractor at this CSP Package Contractor's expense.

23. **FLASH PATCHING OR (MINOR FLOOR PATCHING):**

This CSP Contractor shall receive the floor broom clean. This CSP Contractor shall include in its base proposal all labor, material, and other related items necessary to obtain a satisfactory installation of the tile work, including, but not limited to, the following:

- Floor preparation as required to meet specifications, utilizing floor fill material recommended by the floor manufacturer and approved by the Construction Manager and the Architect/Engineer.
- Remove sub-floor ridges and bumps.
- Fill low spots, cracks, joints, holes and other minor defects as required to create a smooth, flat and hard surface.
- Vacuum clean sub-floor prior to installing flooring materials.

24. **ACCEPTANCE OF WORK IN PLACE:**

The Construction Manager may require onsite visits by this CSP Contractor during the placement of the concrete slabs to review floor tolerances. This CSP Contractor, before any finishes are installed, shall inspect each area of the floor for imperfections that will prohibit an acceptable flooring installation and promptly report findings to the Construction Manager.

Any flatness or levelness discrepancies noted must be brought to the Construction Manager's attention prior to this CSP Contractor beginning installation of its work in each area of the project.

Each area of the project shall be deemed "accepted" by this CSP Contractor at the time the CSP Contractor begins its operations in the area.

25. **ADDITIONAL FLOOR FILL ALLOWANCE:**

This CSP Contractor shall include a line item in its base proposal to furnish and install an ADDITIONAL forty (40) 50-lb. bags of floor fill at each project to be used at the Construction Manager's discretion. THIS IS IN ADDITION TO THE FLOOR FILL REQUIRED FOR FLASH PATCHING AND MINOR FLOOR PATCHING INCLUDED



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IN THE BASE PROPOSAL. Floor fill must meet the tile manufacturer's recommendations and must be approved by the Construction Manager and Architect/Engineer.

The CSP Contractor's Application for Payment must include a line item for 'ADDITIONAL FLOOR FILL ALLOWANCE – 40 BAGS'.

This CSP Contractor must comply with the following procedures in order to receive payment for additional floor fill provided pursuant to the Additional Floor Fill Allowance:

- Prior to opening a bag of floor fill material ask Construction Manager's authorized representative to sign and date the unopened bag of floor fill.
- When signed bag has been used and is empty, return to Construction Manager's authorized representative for verification.
- Bags not signed and dated by a representative of the Construction Manager prior to being used on the project shall not be considered used and shall not be counted or paid for pursuant to the Additional Floor Fill Allowance.
- Repeat process for each bag of floor fill installed pursuant to the Additional Floor Fill Allowance.
- Obtain verification and approval from Construction Manager's authorized representative of the total number of bags of floor fill installed to be billed from Additional Floor Fill Allowance prior to submitting Application for Payment.
- On final Application for Payment show amount to be credited for unused allowance.

26. **UNIT PRICING:**

- a. Furnish a unit price per 50 lb. bag in the appropriate location on the proposal form to furnish and install latex floor leveling compound. If different size bags are proposed for use on this project, provide a unit price for the proposed size and note proposed size on the proposal form.
- b. Furnish a unit price per 10 lb. bag in the appropriate location on the proposal form to furnish and install feather finish floor leveling compound. If different size bags are proposed for use on this project, provide a unit price for the proposed size and note proposed size on the proposal form.

27. **RESILIENT FLOOR:**

This CSP Package Contractor shall furnish and install all vinyl, rubber or static dissipative flooring tile of type and pattern as specified and as indicated on the drawings. Furnish edge strips, transition strips and reducer strips as required.

28. **RUBBER BASE:**

This CSP Package Contractor shall furnish and install rubber cove base materials in areas as indicated utilizing pre-molded external corners where required.

29. **CARPET:**

This CSP Package Contractor shall provide glue-down carpet installation utilizing specified materials in areas as indicated. This CSP Package Contractor shall provide a carpet layout drawing of the proposed installation for Architect approval prior to delivery of the carpet materials. Provide miscellaneous edging strips, metal thresholds and saddles and accessories where required.

30. **THRESHOLDS:**

This CSP Package Contractor shall furnish and install thresholds and aluminum thresholds at all abutments.

**CSP PACKAGE EXCLUSION(S)**

1. **WAX OR POLISH**
2. **FLOOR FINISHES OTHER THAN REQUIRED UNDER THIS CSP PACKAGE**
3. **CEMENTITIOUS BACKER BOARD**
4. **SHOWER PANS**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a THREE THOUSAND DOLLAR (\$3,000.00) allowance, within the base proposal of each project (\$6,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Fourteen (14) Calendar Days  
 Justice Center: Thirty (30) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



**CSP 09-E PAINTING & WALLCOVERING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
07	078446	FIRE-RESISTIVE JOINT SYSTEMS
09	099100	PAINTING
<b>PET ADOPTION CENTER</b>		
09	099000	PAINTING

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO**

**LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**7. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**8. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**9. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**10. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**11. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**12. MATERIAL STORAGE CLARIFICATION:**

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All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

13. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

14. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

15. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

16. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

17. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

18. **EXTRA STOCK:**

This CSP Package Contractor shall furnish and deliver to the Owner all extra stock materials as required by the contract documents. If not otherwise indicated, this CSP Package Contractor shall provide 5% extra stock of all items provided by this CSP Package Contractor, except accent colors. One additional box/roll of accent colors shall be provided in lieu of the 5% requirement. All excess materials remaining after installation shall remain on the project for the owners use. Extra stock materials shall be provided from the first run materials to match die lots and shall not be used to finish or patch. All extra stock shall be stored and secured at the direction of the Construction Manager.

19. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment and hoisting required to provide complete painting and wall covering items as outlined here-in and/or indicated in the contract documents.

20. **SCHEDULING CLARIFICATION:**

Scheduling of painting operations shall be completed as directed by the Construction Manager and shall generally be completed with the prime coat being applied prior to the flooring, millwork, etc. installation and

the final coat(s) being applied after these items have been installed.

21. **PROTECTION OF WORK IN PLACE:**

This CSP Package Contractor shall protect work in place during painting operations as necessary to prevent overspray, drippings, etc. This shall include protection of exposed ductwork, piping, etc. in exposed structure areas during painting of deck and structural members. Any overspray or drippings on work in place shall be cleaned and removed by this CSP Package Contractor.

22. **JOINT TREATMENT:**

This CSP Package Contractor shall provide joint treatment of gypsum board joints in accordance with manufacturer's recommendation. Tape, fill and sand exposed joints, edges and corners to produce surface ready to receive specified finishes. Tape and fill joints, edges and corners of all gypsum board fire enclosures not scheduled to receive finish coatings. Tape and fill joints of all gypsum board to receive ceramic tile wall tile finish. Tape, fill and sand joints at 3" strip at the bottom of drywall partitions and prepare to receive specified base materials.

23. **INTERIOR PAINT FINISHES:**

This CSP Package Contractor shall provide all interior finishing as scheduled and specified for the interior finishing of surfaces scheduled to receive paint, stain or epoxy finish to include but not limited to the following materials:

- a. Blocking
- b. Ceiling grid
- c. Concrete and Concrete Masonry Units
- d. Exposed Structural Systems
- e. Exposed Piping
- f. Fire Ceilings
- g. Galvanized Metal Walls or other items
- h. Graphics, Letters, Stripes, room numbers, Etc.
- i. Gypsum Board Walls And Ceilings
- j. Hollow Metal Frames And Doors
- k. Ladders
- l. Light coves
- m. Loose and Running Wood Trim (Painted)
- n. Metal Items, Exposed Lintels, Steel Plate, Etc.
- o. Metal Walls
- p. Overhead Doors
- q. Plaster Ceilings
- r. Plywood
- s. Railings, Handrails and Guardrails
- t. Sealed concrete
- u. Special coatings
- v. Stairs
- w. Smoke and Fire Barrier Markings

24. **EXTERIOR PAINT FINISHES:**

This CSP Package Contractor shall provide all exterior finishing, including organic coatings, as scheduled and

specified for the finishing of exterior surfaces scheduled to receive paint finish to include, but not limited to, the following materials:

- a. Aluminum closure panels
- b. Concrete and Concrete Masonry Units
- c. Columns
- d. Exterior Wood Surfaces
- e. Fencing & Gates
- f. Ferrous Metal Items
- g. Galvanized Metal Items
- h. Gas Piping, Roof Piping, Etc.
- i. Hollow Metal Frames And Doors
- j. Ladders
- k. Light Mounting Plates
- l. Overhead Doors
- m. Pipe Bollards
- n. Roof Hatch
- o. Steel Lintels
- p. Unfinished Roofing Sheet Metal
- q. Masonry as indicated
- r. Wood Nailers

25. **PAINT EXPOSED CONCRETE:**

This CSP Package Contractor shall paint and seal all exposed concrete vertical surfaces, whether indicated, or not.

26. **FINISHING CLARIFICATION:**

All stained millwork and cabinetry items shall be pre-finished by the CSP Package 06-A Contractor. All painted millwork and cabinetry items shall be field finished by the CSP 09-E contractor. This shall include filling of nail holes and field touch-up as required to provide a complete and finished installation.

27. **MECHANICAL & ELECTRICAL FINISHES:**

This CSP Package Contractor shall provide the finish painting of all mechanical and electrical equipment and any work exposed in occupied areas, mechanical/electrical rooms, exposed roof equipment including all exposed gas piping from riser to mechanical equipment on the roof and mechanical equipment.

28. **WALL COVERINGS:**

This CSP Package Contractor shall furnish and install the project requirements for all wall coverings, if indicated.

29. **CAULKING CLARIFICATION:**

This CSP Package Contractor shall provide caulking at all abutments of dissimilar materials as required and necessary for a complete and finished application. This shall include caulking at hollow metal frames where they abut floor and wall surfaces. This shall also include caulking at penetrations through walls at exposed ceiling/exposed wall conditions.

30. **CONCRETE FLOOR SEALING:**

Clean concrete floors to receive concrete sealer materials with steel wool buffer or as required to remove all paint drippings, stains, and marking. Wet mop to a clean and acceptable surface to receive specified floor sealer. Apply sealer materials in accordance with manufacturer's recommendations free of application marks

**GALLAGHER**

or streaks. Protect until surface has thoroughly cured.

**31. TOUCHUP:**

This CSP Package Contractor shall include twenty (20) man-hours at each project for touchup to be used at the discretion of the Construction Manager. Also, this CSP Package Contractor shall include twenty (20) man hours of bondo work on hollow metal frames at each project. All bondo work shall be completed prior to painting of hollow metal surfaces. Materials required to complete bondo work shall be provided by this CSP Package Contractor.

**32. CLEANING CLARIFICATION:**

This CSP Package Contractor shall remove all excess materials (tape and bed mud, etc.) prior to commencement of floor operations.

**33. CLEAN-UP DISPOSAL:**

All washout and clean-up of equipment shall be performed in a manner that will allow all materials and residue to be disposed of off-site in a location approved by the EPA at this CSP Package Contractors expense.

**CSP PACKAGE EXCLUSION(S)**

1. **EXTERIOR PAVEMENT MARKINGS**
2. **DAMPROOFING OF EXTERIOR SHEATHING**
3. **LABELING OF MEP PIPING**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FIVE THOUSAND DOLLAR (\$5,000.00) allowance, within the base proposal of each project (\$10,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

**1. PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

**2. PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

**3. POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

**4. CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

**5. CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or

**Kaufman County Justice Center/Pet Adoption Center**



before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Sixty (60) Calendar Days

Justice Center: One Hundred and Twenty (120) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 09-I TERRAZZO**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
03	035416	HYDRAULIC CEMENT UNDERLAYMENT
09	090561	MOISTURE VAPOR EMISSION CONTROL
09	090565	PREINSTALLATION TESTING FOR FLOOR FINISHES
09	096623	RESINOUS MATRIX TERRAZZO FLOORING

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

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THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

7. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

8. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

9. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

10. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

11. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no

additional expense.

12. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

13. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

14. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

15. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

16. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

17. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

18. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

19. **TERRAZZO:**

This CSP Package Contractor shall provide the necessary labor, equipment, and materials to provide a complete terrazzo flooring installation as shown or indicated within the contract documents. This shall include, but is not limited to, the following items:

- a. Thin-set epoxy terrazzo with integral marble chips
- b. Crack isolation membrane/moisture membrane
- c. Primers

- d. Grouts
- e. Control strips
- f. Divider strips
- g. Transition strips
- h. Grinding and fine grinding
- i. Curing, cleaning and sealing
- j. Precast terrazzo base
- k. All other items necessary for a complete installation

20. **CAULKING:**

This CSP Package Contractor shall provide caulking with approved sealant materials as specified. Caulk all joints at dissimilar materials such as Hollow Metal door jambs.

21. **FLASH PATCHING OR (MINOR FLOOR PATCHING):**

This CSP Contractor shall receive the floor broom clean. This CSP Contractor shall include in its base proposal all labor, material, and other related items necessary to obtain a satisfactory installation of the tile work, including, but not limited to, the following:

- Floor preparation as required to meet specifications, utilizing floor fill material recommended by the floor manufacturer and approved by the Construction Manager and the Architect/Engineer.
- Remove sub-floor ridges and bumps.
- Fill low spots, cracks, joints, holes and other minor defects as required to create a smooth, flat and hard surface.
- Vacuum clean sub-floor prior to installing flooring materials.

22. **ACCEPTANCE OF WORK IN PLACE:**

The Construction Manager may require onsite visits by this CSP Contractor during the placement of the concrete slabs to review floor tolerances. This CSP Contractor, before any finishes are installed, shall inspect each area of the floor for imperfections that will prohibit an acceptable flooring installation and promptly report findings to the Construction Manager.

Any flatness or levelness discrepancies noted must be brought to the Construction Manager's attention prior to this CSP Contractor beginning installation of its work in each area of the project.

Each area of the project shall be deemed "accepted" by this CSP Contractor at the time the CSP Contractor begins its operations in the area.

23. **ADDITIONAL FLOOR FILL ALLOWANCE:**

This CSP Contractor shall include a line item in its base proposal to furnish and install an ADDITIONAL TWENTY (20) 50-lb. bags of floor fill to be used at the Construction Manager's discretion. **THIS IS IN ADDITION TO THE FLOOR FILL REQUIRED FOR FLASH PATCHING AND MINOR FLOOR PATCHING INCLUDED IN THE BASE PROPOSAL.** Floor fill must meet the tile manufacturer's recommendations and must be approved by the Construction Manager and Architect/Engineer.

The CSP Contractor's Application for Payment must include a line item for 'ADDITIONAL FLOOR FILL ALLOWANCE – 20 BAGS'.

This CSP Contractor must comply with the following procedures in order to receive payment for additional floor fill provided pursuant to the Additional Floor Fill Allowance:

- Prior to opening a bag of floor fill material ask Construction Manager's authorized representative to sign and date the unopened bag of floor fill.

## GALLAGHER

- When signed bag has been used and is empty, return to Construction Manager's authorized representative for verification.
- Bags not signed and dated by a representative of the Construction Manager prior to being used on the project shall not be considered used and shall not be counted or paid for pursuant to the Additional Floor Fill Allowance.
- Repeat process for each bag of floor fill installed pursuant to the Additional Floor Fill Allowance.
- Obtain verification and approval from Construction Manager's authorized representative of the total number of bags of floor fill installed to be billed from Additional Floor Fill Allowance prior to submitting Application for Payment.
- On final Application for Payment show amount to be credited for unused allowance.

24. **UNIT PRICING:**

Furnish a unit price per 50 lb. bag in the appropriate location on the proposal form to furnish and install latex floor leveling compound. If different size bags are proposed for use on this project, provide a unit price for the proposed size and note proposed size on the proposal form.

25. **FLOOR TOLERANCES:**

This CSP Package Contractor shall review the concrete specifications for floor tolerance and be prepared to accept them. Any necessary actions deemed necessary by this CSP Package contractor, on floors that meet the concrete specification, shall be performed by this CSP Package contractor at this CSP Package contractor's expense.

26. **WORK AREAS:**

All terrazzo work shall be completed in areas as directed by the Construction Manager in order to maintain access to other areas of the project as necessary.

**CSP PACKAGE EXCLUSION(S)**

- 1.
- FLOOR FINISHES OTHER THAN REQUIRED UNDER THIS CSP PACKAGE.**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before TWENTY-ONE (21) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



--- END OF SECTION ---

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## GALLAGHER

**CSP 09-J FLUID APPLIED FLOORING****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****DIVISION NO:****SECTION:****TITLE:**

PET ADOPTION CENTER

09

096723

RESINOUS FLOORING

**GENERAL SCOPE PROVISIONS****1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:****PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND**



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**INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

7. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

8. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

9. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

10. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

11. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

12. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable

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insurance/bonding and proof of delivery.

2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

13. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

14. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

15. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

16. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

17. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

18. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

19. **FLUID APPLIED RESINOUS FLOORING:**

This CSP Package Contractor shall furnish and install all fluid applied resinous flooring as shown or indicated within the contract documents. All floor preparations required by the manufacturer for proper installation of the resinous flooring system shall be completed by this CSP Package Contractor, including bead blasting if necessary. Provide integral base with metal top cap as indicated. Apply resinous material to trench drains and masonry where shown.

20. **THRESHOLDS:**

This CSP Package Contractor shall furnish and install thresholds and aluminum cover plates at all abutments.

21. **SCHEDULING AND COORDINATION CLARIFICATION:**

Close coordination between trades for all floor penetrations, surface preparation and scheduling of work will be required. This CSP Package Contractor shall be responsible for frequent site visits prior to having personnel onsite to ensure proper conditions for resinous flooring are being maintained, as construction will proceed rapidly. Work shall be completed in sections as directed by the Construction Manager in order to maintain

access to other areas of the project as necessary.

**CSP PACKAGE EXCLUSION(S)**

NONE

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before FOURTEEN (14) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

---END OF SECTION---

**CSP 10-A BUILDING SPECIALTIES**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
10	101100	VISUAL DISPLAY UNITS
10	102113	TOILET COMPARTMENTS
10	102813	TOILET AND BATH ACCESSORIES
10	104400	FIRE PROTECTION SPECIALTIES
10	107500	FLAGPOLES
10	108113	BIRD DETERRENT SYSTEM
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.A	MAGNETIC MARKER BOARDS
10	100000.2.01.C	FIRE EXTINGUISHERS AND CABINETS
10	100000.2.01.H	PET STATION
10	100000.2.01.M	NARCOTIC SAFE
10	102800	TOILET AND SHOWER ACCESSORIES

**GENERAL SCOPE PROVISIONS:**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 10/1/21

Justice Center: 1/1/22

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary labor, materials, equipment, and hoisting required to furnish and install miscellaneous building specialties as outlined here-in and/or shown or indicated in the contract documents.

21. **VISUAL DISPLAY BOARDS:**

This CSP Package Contractor shall furnish and install jobsite all marker boards, and accessories as shown or indicated in the contract documents. This shall include, but is not limited to, marker troughs, hooks, fasteners, etc.

22. **TOILET PARTITIONS, SCREENS AND COMPARTMENTS:**

This CSP Package Contractor shall furnish and install the project requirements of all toilet partitions, screens and compartments as shown or indicated in the contract documents. This shall include, but is not limited to, all brackets, hardware, fasteners, bracing and edging as required for a complete installation.

23. **TOILET ACCESSORIES:**

This CSP Package Contractor shall furnish and install the project requirements of all toilet room accessories as specified and scheduled including, but not limited to, all framed mirrors, mop and broom holders, changing tables, shower seats, shower rods, curtains, grab bars, waste receptacles, paper product dispensers and all other accessories as shown or indicated in the contract documents. Install accessories plumb, level, secure and rigidly anchored. Coordinate accessory installation requirements with manufacturer of toilet partitions. Install Owner furnished toilet accessories.

24. **HANDICAPPED SHOWER SEATS:**

This CSP Package Contractor shall furnish and install all handicap shower seats as indicated within the contract documents. This CSP Package Contractor shall provide all special attachment hardware required for shower seats.

25. **FRAMED MIRROR CLARIFICATION:**

This CSP Package Contractor shall provide framed mirrors to meet ADA mounting height requirements whether specified or not.

**BIRD DETERRENT SYSTEMS:**

This CSP Package Contractor shall furnish and install bird deterrent systems as shown or indicated in the contract documents.

26. **FLAG POLES:**

This CSP Package Contractor shall furnish and install all flag poles as shown or indicated in the contract documents. This shall include, but is not limited to, flag poles, halyards, finials and other accessories necessary for a complete installation. Provide sleeves to the Concrete Contractor for installation into sidewalks/paving.

27. **FURNISH ONLY ITEMS:**

This CSP Package Contractor shall furnish, F.O.B. jobsite, the following items to be installed by others:

- a. Fire extinguishers, including inspection and tagging at the completion of the project

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- b. Fire extinguisher cabinets
- c. Fire Department Lock Box (Knox Box), Knox locks, etc.
- d. Narcotic safe
- e. Pet stations

**28. TEXAS DEPARTMENT OF LICENSING AND REGULATION REQUIREMENTS:**

This CSP Package Contractor shall verify that all items to be installed by this CSP Package Contractor will conform to ADA/TDLR/EAB requirements prior to installation. The Construction Manager shall be notified of any discrepancies immediately. Any corrective actions required due to incorrectly installed items shall be the responsibility of this CSP Package Contractor.

**29. CLEANING:**

This CSP Package Contractor shall include cleaning all partitions and accessories of protective paper and leave clear and polished for review by the Construction Manager.

**30. KEYING CLARIFICATION:**

Upon completion of the Project, this CSP Package Contractor shall have a representative assist in demonstrating and turning over the keys to the Owner for all applicable items furnished by this CSP Package Contractor.

**CSP PACKAGE EXCLUSION(S)**

- 1. **UNFRAMED MIRRORS.**
- 2. **CERAMIC ACCESSORIES**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

**1. PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

**2. PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

**3. POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

**4. CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.



---

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Ten (10) Calendar Days

Justice Center: Twenty-One (21) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 10-D METAL LOCKERS/METAL SHELVING/WIRE PARTITIONS  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
10	102213	WIRE MESH PARTITIONS
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.D	SHELVING SHALL BE Z-LINE, HEAVY-DUTY SHELVING
10	100000.2.01.I	LOCKERS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 10/1/21

Justice Center: 1/1/22

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **METAL LOCKERS:**

This CSP Package Contractor shall provide submittal data, schedule, deliver, assemble and install the job requirements of all metal lockers as shown or indicated in the contract documents. This shall include, but is

not limited to, filler panels, sloping tops, locker bases, door numbers, hanging rods, locks and hooks, etc.

21. **METAL STORAGE SHELVING:**

This CSP Package Contractor shall provide submittal data, schedule, deliver, assemble and install the project requirements for all metal storage shelving and racks as shown or indicated in the contract documents.

**WIRE MESH PARTITIONS:**

This CSP Package Contractor shall furnish and install all wire mesh partitions as shown or indicated in the contract documents. Coordinate required steel supports with the CSP 05-A Contractor.

22. **PROTECTION OF IN-PLACE MATERIALS:**

Upon completion of the installation of metal lockers, this CSP Package Contractor shall provide and install protection on the fronts of all lockers to minimize damage. This Protection shall be in the form of cardboard, at a minimum.

23. **KEYING CLARIFICATION:**

This CSP Package Contractor shall furnish and install all locking cylinders and keys in the lockers as indicated. This shall also include the following provisions:

- a. 8 master keys given to the Construction Manager for their use.
- b. All keys shall be tagged with metal tags by the final locker number and given to the Construction Manager in a filed and orderly manner.
- c. This CSP Package Contractor shall perform a final keying walk-thru with the Owner verifying that all keys properly work the indicated area.

**CSP PACKAGE EXCLUSION(S)**

NONE

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**



The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

- Pet Adoption Center: Five (5) Calendar Days
- Justice Center: Fourteen (14) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 10-G IDENTIFICATION DEVICES  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
10	101400	WAYFINDING SIGNAGE
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.L	BUILDING LETTERS
10	101400	PLASTIC SIGNS
10	101416	PLAQUES

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	11/1/21
Justice Center:	2/1/22

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.



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**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor, equipment, and hoisting required to furnish and install all interior and exterior signage as outlined here-in and/or shown or indicated in the contract documents.

21. **PROJECT SIGN(S):**

This CSP Package Contractor shall furnish and install one (1) project sign per project that meets the following criteria:

- a. 8' x 8' x 3/4" plywood sign on 4" x 4" posts with lateral bracings
- b. Three (3) background colors
- c. Owner's name, architect's name, construction manager's name all with company logos.
- d. All consultants names listed at the bottom
- e. All names in items C & D shall include phone numbers, fax numbers, addresses, Web address
- f. Project name in large bold letters
- g. New project sign shall be designed and erected on project within 30 days of contract award.

22. **CONSTRUCTION SIGNS:**

If required by the Construction Manager, this CSP Package Contractor shall furnish and install two (2) construction signs per project that meet the following requirements (DO NOT DELIVER UNLESS REQUESTED BY THE CONSTRUCTION MANAGER-the value of these signs shall be shown as a separate line item on the schedule of values submitted by this CSP Package Contractor and will be credited back to the Owner if not used):

- a. 4' x 4' x 3/4" plywood on 4" x 4" posts with lateral bracings
- b. One background color
- c. One font color
- d. Typical Lettering – "Construction Entrance"

23. **INTERIOR SIGNAGE:**

This CSP Package Contractor shall include detailing, scheduling, furnishing and installing the project requirements for all door number signs, room identification signs, handicapped access symbol signs wayfinding signage, vinyl lettering, directional signage, flag mounted signs, egress signs, occupancy signs, stair signs, elevator floor numbering, etc. as shown or indicated in the contract documents complete with all required mounting accessories.

24. **MONUMENT SIGNS/WAYFINDING SIGNS:**

This CSP Package Contractor shall furnish and install all monument/wayfinding signs as shown or indicated in the contract documents. Provide metal wraps, seals, letters, arrows, etching, powder coated plates, etc. as indicated.

25. **ADDRESS LETTERS AND BUILDING LETTERS:**

This CSP Package Contractor shall furnish and install all building, address, and other interior or exterior large-scale letters and numbers as shown or indicated in contract documents. Provide signage logos, face-lit signage and aluminum box frames as indicated.

26. **METAL PLAQUES/SEALS:**

This CSP Package Contractor shall furnish and install the metal building plaques and county seals as shown or indicated in the contract documents. All metal building plaques shall include the Construction Manager's logo, whether shown, or not.

27. **EXTERIOR POST AND PANEL SIGNS:**

This CSP Package Contractor shall furnish and install the project requirements for all exterior post and panel signs as shown or indicated in the contract documents. Installation shall include core drilling and mounting hardware as required.

**28. SIGN MOUNTING CLARIFICATION:**

All signage provided by this CSP Package Contractor shall be mounted in the location(s) indicated utilizing the appropriate mounting system(s), devices, hardware, etc. as required to coordinate with the various mounting surfaces, whether specified or not. This shall be included in the base proposal, compensation for this will not be made at a later date.

**CSP PACKAGE EXCLUSION(S)**

- 1. **PAVEMENT MARKINGS, PAINTED ON CONCRETE SIGNAGE**
- 2. **PARKING/TRAFFIC SIGNAGE**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Seven (7) Calendar Days  
 Justice Center: Fourteen (14) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 10-I ALUMINUM CANOPIES  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE</u>
<b>PET ADOPTION CENTER</b>		
10	107000	ALUMINUM CANOPIES

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR’S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND**

**INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 9/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion,

**GALLAGHER**

provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.

20. **ALUMINUM CANOPIES:**

This CSP Package Contractor shall include the labor and material to design, build and install pre-manufactured aluminum canopies as shown or indicated on the contract documents.

Furnish and install all flashing and counter flashing where the canopies join the building(s).

21. **TIE-INS:**

This CSP Package Contractor shall make the appropriate provision to tie the canopies into the facilities in a weather tight manner. This shall include flashings, fasteners for the building materials, engineering, etc.

**CSP PACKAGE EXCLUSION(S)**

1. **ALUMINUM SUNSHADES ATTACHED TO WINDOWS**
2. **CANOPY SUPPORT BRACKETS ATTACHED TO BUILDING STRUCTURE, IF LAYOUT IS FURNISHED**

**WITHIN 45 DAYS OF CONTRACT AWARD, OTHERWISE CANOPY SUPPORT BRACKETS SHALL BE FURNISHED AND INSTALLED BY THIS CSP PACKAGE CONTRACTOR.**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before SEVEN (7) calendar days from the Notice to Proceed for the Installation of the Work.
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 11-A WALK-IN FREEZER**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
PET ADOPTION CENTER		
10	100000.2.01.J	WALK-IN FREEZER

**GENERAL SCOPE PROVISIONS:**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION**



**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion,

**GALLAGHER**

provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **WALK-IN FREEZER:**

This CSP Package Contractor shall prepare submittal information, procure, fabricate, deliver and install the walk-in freezer as indicated and scheduled within the documents. All condensing units shall be complete with pre-manufactured insulated curbs and penetration boxes. This CSP Package Contractor shall furnish and install the curb, condensing unit, penetration boxes, and support framing, etc. as required for complete and operable systems.

21. **SUBMITTAL CLARIFICATION:**

This CSP Package Contractor shall provide lay-out drawings for rough-in of mechanical and electrical items related to the walk-in freezer within two weeks following contract award. Full submittals shall follow and be submitted within thirty (30) calendar days of receipt of contract.

22. **COORDINATION:**

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This CSP Package Contractor will verify all slab depressions and location of mechanical and electrical rough-in construction prior to placement of the concrete slab and provide to the Construction Manager written confirmation that all depressions and rough-in provisions are properly sized and located as required for the equipment to be installed. Verify the location of all building components to ensure that there will be no interference with the installation of the equipment provided by this CSP Package.

23. **INSTALLATION:**

This CSP Package Contractor shall deliver, uncrate and set into final place all equipment items as required. Equipment requiring mechanical and electrical hook-up will be furnished complete with all required fittings, interior wiring, and equipment motor starters. Electrical and mechanical connections will be provided by others. All items to be connected by others shall be identified on the shop drawings and shall be provided to the Mechanical and Electrical Contractors with counts verified and signed off that they have been received. This shall be the responsibility of the CSP 11-A Contractor.

24. **CLEAN-UP:**

Upon completion of the installation and hook-up by others, this CSP Package Contractor shall clean and polish all items of equipment furnished under this CSP Package. This CSP Package Contractor shall remove from the area and deposit in the on-site trash container all crating, spoil and debris and broom clean the area. All equipment shall be covered with plastic and cardboard upon completion to protect it for the duration of construction. Any damage as a result of improper protection shall be repaired at this CSP Package Contractors expense.

25. **FREEZER VAULT:**

This CSP Package Contractor shall furnish and install the vapor barrier, insulation, waterproofing and floor panels as required for a complete installation of freezer as shown or indicated in the contract documents.

26. **CONDENSATE PIPING:**

This CSP Package Contractor shall furnish and install all condensate piping as required for complete and operational systems. Utilize licensed personnel for this requirement as required.

**CSP PACKAGE EXCLUSION(S)**

1. **MECHANICAL HOOK-UP**
2. **ELECTRICAL HOOK-UP**
3. **COMMERCIAL LAUNDRY EQUIPMENT**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

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3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before SEVEN (7) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 11-B COMMERCIAL LAUNDRY EQUIPMENT  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.F	WASHER AND DRYER

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION**

**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion,

provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **COMMERCIAL LAUNDRY EQUIPMENT:**

This CSP Package Contractor shall include the furnishing, delivering and installing, f.o.b. job site, the project requirements of all commercial laundry equipment as specified, scheduled, shown or indicated in the contract documents. This shall include, but is not limited to washers/extractors, drying tumblers, etc. Equipment shall be furnished complete with power cords attached to all electrical equipment and hose connections as required.

21. **FREIGHT CLAIMS:**

This CSP Package Contractor shall be responsible for all claims against freight companies for materials damaged during transit.

**CSP PACKAGE EXCLUSION(S)**

1. **RESIDENTIAL APPLIANCES**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, [BID@KAUFMANCOUNTY.NET](mailto:bid@kaufmancounty.net)
  
3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
  
5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
7. **SUBSTANTIAL COMPLETION:**  
 On or before FIVE (5) calendar days from the Notice to Proceed for the Installation of the Work.
  
8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



**CSP 11-G RESIDENTIAL APPLIANCES**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.E	UNDERCOUNTER DISHWASHER

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION**

**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	10/1/21
Justice Center:	2/1/22

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no

additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **RESIDENTIAL APPLIANCES:**

This CSP Package Contractor shall furnish, unload, and install all residential appliances as shown or indicated in the contract documents for all areas. These items shall be provided with all hoses, electrical cords, etc. required for proper operation. Final connection shall be by others.

**CSP PACKAGE EXCLUSION(S)**

1. **COMMERCIAL LAUNDRY EQUIPMENT**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
  
5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
7. **SUBSTANTIAL COMPLETION:**  
 On or before TWO (2) calendar days per project from the Notice to Proceed for the Installation of the Work.
  
8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 11-H DETENTION EQUIPMENT**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
11	111900	GENERAL PROVISIONS FOR DETENTION WORK
11	111908	SECURITY GLAZING
11	111913	DETENTION HOLLOW METAL DOORS AND FRAMES
11	111933	SECURITY JOINT SEALANTS
11	111950	SECURITY CEILING ASSEMBLIES
11	111953	DETENTION HARDWARE
11	111963	DETENTION FURNISHINGS
11	111993	TAMPER RESISTANT FASTENERS
11	111997	SECURED WEAPON STORAGE CABINETS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT,**

**NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

#### **JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

**GALLAGHER**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for

review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary labor, materials, equipment, and hoisting required to furnish and install all detention equipment as outlined here-in and/or shown or indicated in the contract documents.

21. **DETENTION EQUIPMENT:**

This CSP Package Contractor shall furnish and install the project requirements of detention equipment as specified and indicated within the documents and shall generally include the equipment noted herein.

- a. Security glazing
- b. Detention doors and frames (frames installed by CSP 04-A)
- c. Detention hardware
- d. Security joint sealants
- e. Security ceiling assemblies
- f. Detention furnishings (mirrors, grab bars, toilet tissue holders, stools, seats, counters, speak ports, paper pass, access panels, etc.)
- g. Tamper resistant fasteners
- h. Secured weapon storage cabinets (rifle lockers, pistol lockers, combo lockers, etc.)
- i. Privacy screens
- j. Benches
- k. Door Stops

**CSP PACKAGE EXCLUSION(S)**

- 1. **STANDARD DOORS/FRAMES/HARDWARE**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).



4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

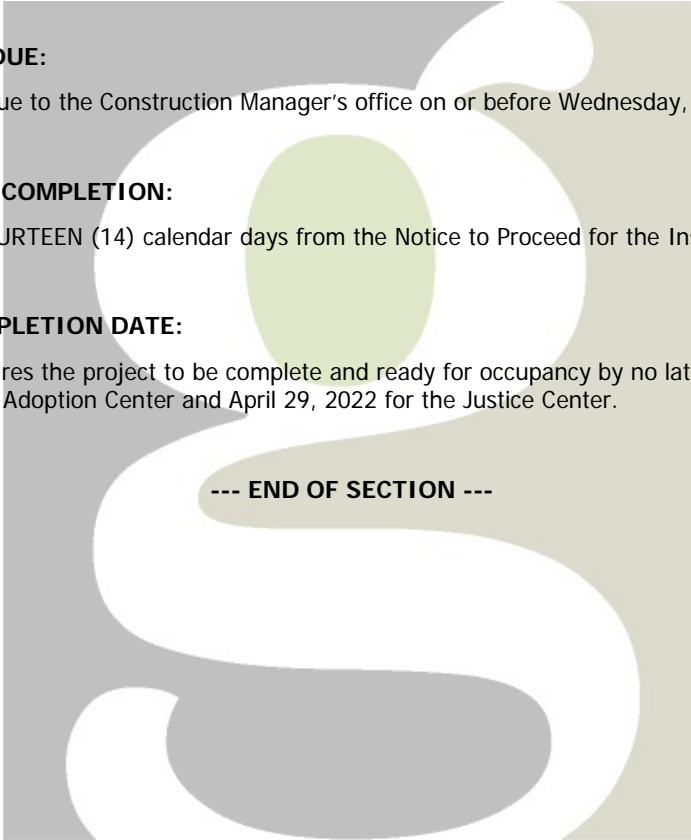
Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before FOURTEEN (14) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



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**CSP 12-D WINDOW TREATMENTS**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
12	122413	ROLLER WINDOW SHADES
<b>PET ADOPTION CENTER</b>		
12	122400	ROLLER SHADES

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR’S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO**

COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	11/1/21
Justice Center:	1/1/22

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package

contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **ROLLER SHADES:**

This CSP Package Contractor shall furnish and install the project requirements of manual and motorized roller shades as shown or indicated in the contract documents. This shall include all shade bands, hardware, brackets, rollers, shade cloth, motors, wall switches, shade pockets, etc. required to provide a complete and operating system. Final electrical connections will be by others. Keyed switches shall be compatible with the

Owner’s master key system.

**CSP PACKAGE EXCLUSION(S)**

- 1. **FINAL ELECTRICAL CONNECTIONS**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager’s office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager’s office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before FIVE (5) calendar days per project from the Notice to Proceed for the Installation of the Work.
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 13-D ANIMAL ENCLOSURES AND EQUIPMENT  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>PET ADOPTION CENTER</b>		
07	079200	CAULKING AND SEALING
10	100000.2.01.G	STAINLESS STEEL TABLES, PROVIDE ALL STAINLESS-STEEL TABLES
13	131913	ANIMAL ENCLOSURES AND EQUIPMENT

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This Proposal Contractor must reference Section 01 80 00 – General Clarifications To All Proposers. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this proposal:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO**

**COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this Proposal Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 11/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each Proposal Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this Proposal Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All Proposal Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This Proposal Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this proposal. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each Proposal Contractor is responsible for all engineering, surveying, layout, grades, etc. to complete their scope of work. Four property corners and two building corners will be established for each facility. It is the responsibility of each Proposal Contractor to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion,

**GALLAGHER**

provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if Proposal Contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of Proposal Contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal/proposal.

15. **MATERIALS STORED ON-SITE:**

FOR ALL MATERIALS STORED ON-SITE, EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING, TRANSPORTING AND STACKING OF MATERIALS IN LOCATIONS DESIGNATED BY THE CONSTRUCTION MANAGER. EACH CONTRACTOR SHALL MOVE THE STORED MATERIALS TO THE INSTALLATION LOCATIONS AT NO ADDITIONAL COST.

16. **LABOR UNIT COSTS:**

During the course of the project, each proposal/Proposal Contractor may be required to perform work on a time and material basis. Therefore, each proposal/Proposal Contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Proposal Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this Proposal scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

Upon completion of the project, Proposal Contractor is to furnish two (2) sets of reproducible as-built and operations and maintenance documents for each system installed to the owner, in both hard copy and electronic format, showing the location of the materials installed, location of any items which may require maintenance over time, and documentation of right of ways.

20. **SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

**ANIMAL ENCLOSURES AND EQUIPMENT:**

This CSP Package Contractor shall furnish and install all animal enclosures and equipment as shown or indicated in the contract documents. This shall include, but is not limited to, the following:

Enclosures



- Cages
- Gates and gate frames
- Glass
- Side panels
- Top panels
- Guillotine doors
- Transfer doors
- Pass-thru pet doors
- ID plates
- Grooming tubs/showers
- Grooming tables/drying tables
- Stainless steel tables
- Bi-level sink/tub tables
- Animal lift tables
- Scales
- Enrichment boxes/tubes
- Outdoor runs
- Seals
- Fasteners
- Sealants
- Casters
- Bowls
- Closure panels
- Channels
- Pulleys



- a. Counterbalance systems

21. **CLEANING:**

Thoroughly clean all enclosures, materials and equipment furnished and set in place under this proposal. All surfaces shall be properly polished and shall be free of paint and other dirt and debris. Touch up or refinish all equipment furnished with factory-applied finish that has been damaged during the construction of the work. Properly protect work to prevent marring and other defacing. Clean up site and dispose of all excess materials including excess material, paper and boxes.

**PROPOSAL EXCLUSION(S):**

NONE

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

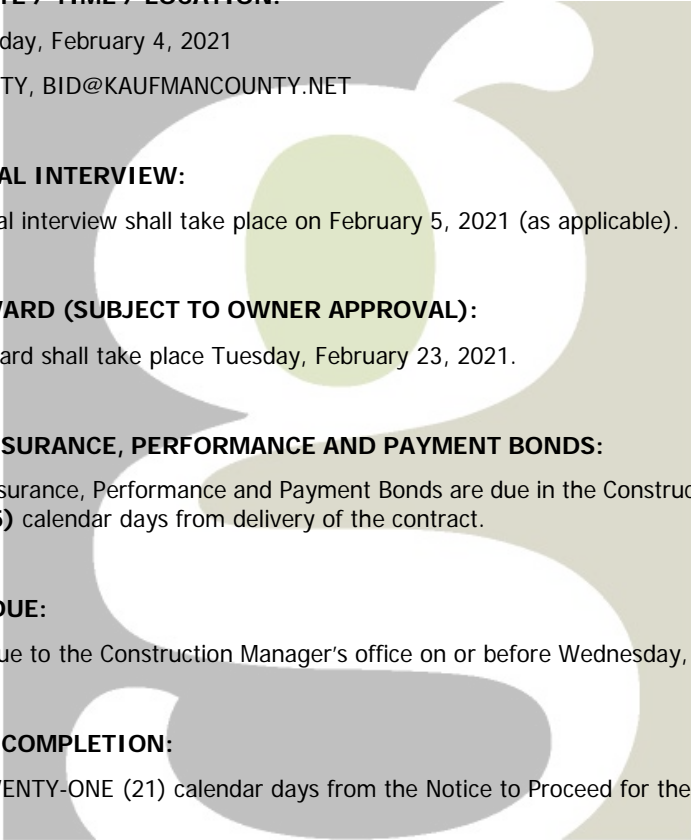
NONE

**PROPOSAL SCHEDULE MILESTONES**

GALLAGHER

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**  
 The proposal award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before TWENTY-ONE (21) calendar days from the Notice to Proceed for the Installation of the Work.
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



GALLAGHER --- END OF SECTION ---

## GALLAGHER

**CSP 14-A ELEVATOR(S)****KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER****DIVISION:****SECTION:****TITLE:**

JUSTICE CENTER

14

142123.16

MACHINE ROOM-LESS TRACTION ELEVATORS

**GENERAL SCOPE PROVISIONS****1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:****PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION**

**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion,

provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **ELEVATOR(S):**

This CSP Package Contractor shall furnish and install the project requirements for elevator(s) as shown or indicated in the contract documents. Additional requirements include, but are not limited to the following:

- a. All traction equipment and supports
- b. Baked enamel cab finishes
- c. Cab, cab frames & doors
- d. Cab emergency telephone system
- e. Electronic detector and hall lanterns at cab and hoistway entrances
- f. Elevator shaft smoke containment system

- g. Finishes on cab doors and cab ceilings
- h. Hoistway guide rails
- i. Hoistway entrance doors and frames
- j. Motors, pumps and controllers
- k. Passenger platform

21. **MAINTENANCE:**

This CSP Package Contractor shall provide full maintenance service for a period of 12 months commencing with the date of Substantial Completion. Maintenance shall include monthly preventive maintenance inspections.

22. **INSTALLATION:**

Installation shall include delivery, unloading, uncrating, distribution and attachment in place. This CSP Package Contractor shall furnish all anchorage, nails, fasteners, surface blocking, templates, fillers, trim, caulking and layout as required for a complete installation. This CSP Package Contractor shall provide all required cutouts as required to receive installation of mechanical and electrical installations by others. Installation work force shall include as a minimum four (4) journeyman and four (4) apprentice/helpers until substantial completion of the work as established by the Construction Manager.

23. **STATE COMPLIANCE:**

This CSP Package Contractor shall verify compliance of the project elevator(s) with all governmental standards. This shall include, but is not limited to, signage, sprinkler system, alarms, phones in the elevator cab and elevator room.

24. **CONSTRUCTION UTILIZATION OF ELEVATORS:**

The elevator shall be installed at the earliest possible date by this CSP Package Contractor. After installation, the other trades shall be allowed to utilize the services of the elevator at their discretion. Once the project is complete, this CSP Package Contractor shall install the finished panels inside of the elevator so they will not be damaged during construction. The one year warranty will not commence until the total project is complete.

25. **RE-INSPECTION CLARIFICATION:**

This CSP Package Contractor shall include, within the base proposal, the re-inspection and sign-off of the Elevator after the initial inspection, including written verification that all corrections have been completed. Any and all trip charges for the re-inspection shall be included in the base proposal.

**CSP PACKAGE EXCLUSION(S)**

1. **ELECTRICAL POWER BY OTHERS**
2. **ELEVATOR FLOOR COVERING BY OTHERS**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**ALTERNATE #1- REFER TO HOK SPECIFICATIONS**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

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2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before NINETY (90) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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**CSP 21-A FIRE SPRINKLER SYSTEM  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
08	083113	ACCESS DOORS AND FRAMES
21	210500	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT
21	211100	FACILITY FIRE SUPPRESSION WATER SERVICE PIPING
21	211313	WET-PIPE SPRINKLER SYSTEMS
<b>PET ADOPTION CENTER</b>		
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS
21	210010	GENERAL REQUIREMENTS FOR FIRE PROTECTION WORK
21	210512	FIRE PROTECTION AND ELECTRICAL COORDINATION
21	211100	FIRE PROTECTION PIPING
21	211300	AUTOMATIC SPRINKLER SYSTEMS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security





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2. **SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 7/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **FIRE SPRINKLER SYSTEM SCOPE OF WORK:**

This CSP Package Contractor shall include the design (of new piping), approval (prior to and at completion), and installation of a complete fire sprinkler system in accordance with the requirements of the contract documents, required NFPA standards, Owners Insurance Carrier, Federal, State and Municipal authorities to generally include the following:

- a. All sprinkler heads shall be centered in the ceiling tile to +/- 1"
- b. Backflow prevention devices for fire sprinkler systems inside of building
- c. Check valves
- d. Connect to water service terminated 1' above finished floor
- e. Distribution Piping
- f. Fire department connections on exterior of building
- g. Fire pump
- h. Fire Sprinkler Valve cabinets
- i. Flow and tamper switches
- j. Furnish and install all access doors required to access overhead or wall piping and valves
- k. Galvanized steel sleeve/fire barrier at wall penetrations
- l. Relocate piping and heads as necessary
- m. Sprinkler Heads
- n. Siamese wall connections, stortz connections
- o. Water motor gongs, alarm valves and apparatus

21. **SHOP DRAWING REQUIREMENTS:**

This CSP Package Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

22. **ABOVE CEILING COORDINATION:**

Reference is made to Section 01 33 00 - Shop Drawings, Product Data and Samples, Article 1.2.I, Coordination, Layout and Composite. All fire sprinkler piping installed above ceiling shall be coordinated and installed in a manner as required to avoid interference with the work of other above ceiling construction.

23. **EQUIPMENT ACCESS COORDINATION:**

This CSP Package Contractor shall coordinate all piping, hangers, etc. installed under this scope of work to allow adequate access for maintenance of equipment installed by others. Any equipment accessibility issues shall be brought to the attention of the Construction Manager immediately. If piping, hangers, etc. installed by this CSP Package Contractor cause equipment access issues, it shall be this CSP Package Contractor's responsibility to make any necessary corrections at no additional cost to the Owner.

24. **JOINT SEALERS:**

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This CSP Package Contractor shall provide the joint sealant material and installation as required to provide for the fire sprinkler provisions of this scope of work including the areas as identified herein:

- a. Penetrations through and adjacent to fire rated elements as scheduled and specified.
- b. Penetrations through acoustical rated walls or ceilings as scheduled and specified.

25. **EQUIPMENT NAME PLATES:**

This CSP Package Contractor shall furnish and install the appropriate equipment tagging, valve tagging, control tagging, etc. as applicable to this CSP Package scope of work. All final tagging shall be identified in a framed chart that is furnished to the Owner.

26. **FIRE DEPARTMENT CONNECTION CLARIFICATION:**

All remote (not attached to the building structure) Fire Department connections shall be furnished and installed by the CSP 33-A Contractor, including piping installed to 1' A.F.F. All Fire Department connections attached to the building structure shall be furnished and installed by the CSP 21-A Contractor. All Fire Department connections shall be installed to meet the requirements of the City or other Governmental entity having jurisdiction over the project.

27. **CEILING REMOVAL AND REPLACEMENT:**

This CSP Package Contractor shall remove and replace all ceilings as necessary to complete this scope of work.

28. **SYSTEM TESTING:**

This CSP Package Contractor shall provide for testing of in place systems in areas/sections prior to completion of the entire fire sprinkler system as directed by the Construction Manager. Testing shall include connection to inspectors test valve and temporary piping to nearest mop sink.

29. **SPRINKLER HEAD LOCATIONS:**

This CSP Package Contractor shall inspect and determine whether heads are installed too close to supply air grilles for the temperature rating of the sprinkler head and shall notify the Construction Manager of any potential issues in writing immediately.

30. **SERVICE LINE CLARIFICATION:**

This CSP Package Contractor shall design the service line for the fire sprinkler system and provide an early submittal for this item so that the underground work can be completed during the underground utility operations.

31. **FLUSHING OF LINES:**

This CSP Package Contractor shall flush all fire sprinkler lines after connection to main water lines as necessary to remove debris from the lines. Any corrective action required due to lines not being properly flushed shall be completed by this CSP Package Contractor at no additional cost to the Owner.

**CSP PACKAGE EXCLUSION(S):**

1. **ACCESS PANELS REQUIRED FOR PROVISIONS OTHER THAN THIS FIRE SPRINKLER SYSTEM SCOPE OF WORK.**
2. **CONCRETE HOUSE KEEPING PADS.**
3. **JOINT SEALANT OTHER THAN AS PROVIDED ABOVE.**
4. **KITCHEN EXHAUST HOOD FIRE SUPPRESSION SYSTEM.**
5. **SITE WATER, SANITARY SEWER AND STORM SEWER UTILITIES.**
6. **WATER METER OR METER VAULT.**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

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This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

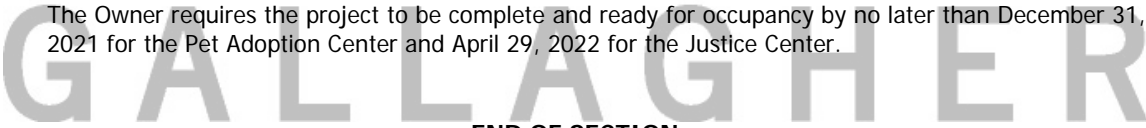
On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Forty-Five (45) Calendar Days  
Justice Center: One Hundred and Twenty (120) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



## GALLAGHER

## CSP 22-A PLUMBING

## KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
JUSTICE CENTER		
05	055000.2.8	ELEVATOR PIT SUMP COVERS
07	077200.2.4	PIPE SUPPORTS
07	077200.2.5	PIPE PORTALS
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
08	083113	ACCESS DOORS AND FRAMES
22	220500	COMMON WORK RESULTS FOR PLUMBING
22	220519	METERS AND GAGES FOR PLUMBING PIPING
22	220523	GENERAL DUTY VALVES FOR PLUMBING PIPING
22	220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
22	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
22	220700	PLUMBING INSULATION
22	221116	DOMESTIC WATER PIPING
22	221119	DOMESTIC WATER PIPING SPECIALTIES
22	221120	FACILITY NATURAL GAS PIPING
22	221123.13	DOMESTIC WATER PACKAGED BOOSTER PUMPS
22	221316	SANITARY WASTE AND VENT PIPING
22	221319	SANITARY WASTE AND VENT SPECIALTIES
22	221413	FACILITY STORM DRAINAGE PIPING
22	221423	STORM DRAINAGE PIPING SPECIALTIES
22	221429	SUMP PUMPS
22	223500	DOMESTIC WATER HEAT EXCHANGERS
22	224000	PLUMBING FIXTURES
31	312333	TRENCH EXCAVATION
31	312334	TRENCH BACKFILL

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31 312335 TRENCH SAFETY SYSTEM

PET ADOPTION CENTER

07 078400 FIRESTOPPING

07 079200 CAULKING AND SEALING

08 083100 ACCESS DOORS

10 100000.2.01.N DOWNSPOUT BOOTS

22 220010 BASIC PLUMBING REQUIREMENTS

22 220512 PLUMBING AND ELECTRICAL COORDINATION

22 220519 PLUMBING METERS AND GAUGES

22 220529 PLUMBING SUPPORTS AND ANCHORS

22 220553 PLUMBING IDENTIFICATION

22 220593 PLUMBING TESTING, ADJUSTING AND BALANCING

22 220716 PLUMBING PIPING INSULATION

22 221000 PLUMBING PIPING

22 221001 PLUMBING SPECIALTIES

22 221119 PIPING SPECIALTIES

22 223000 PLUMBING EQUIPMENT

22 224001 PLUMBING FIXTURES

31 312316 CIVIL EXCAVATING, BACKFILLING, AND COMPACTION

31 312333 TRENCHING AND BACKFILLING

31 314100 SHORING AND BRACING

GENERAL SCOPE PROVISIONS

1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:

This CSP Package Contractor must reference Section 01 80 00 – General Clarifications To All Proposers. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound

- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

	Pet Adoption Center	Justice Center
Plumbing Piping	4/1/21	4/1/21
Plumbing Equipment	6/1/21	6/1/21



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<b>Plumbing Fixtures &amp; Trim</b>	<b>8/1/21</b>	<b>10/1/21</b>
<b>Miscellaneous</b>	<b>8/1/21</b>	<b>10/1/21</b>

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks,

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transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. ENERGY CONSERVATION CODE:**

All material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

**21. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall furnish and install the project requirements for all plumbing provisions as shown or indicated in the contract documents. The only items to be furnished and or installed by others are as listed within this CSP Package.

**22. PLUMBING/UTILITY CLARIFICATION:**

The CSP 33-A Site Utilities Contractor shall furnish and install all sanitary sewer, storm sewer, domestic water lines and fire service water lines as indicated on the civil drawings and the CSP 22-A Plumbing Contractor shall furnish and install all sanitary sewer, storm sewer and domestic water lines as indicated on the Mechanical, Electrical and Plumbing drawings. The CSP 22-A Plumbing Contractor shall be responsible for making all tie-in and connections to the lines installed by the CSP 33-A Contractor. This shall include locating and extending to these lines by necessary means. The CSP 33-A Contractor shall furnish and install all exterior backflow preventers and the CSP 22-A Contractor shall furnish and install all interior backflow preventers. All controls and control wiring for RPZ's installed inside of the building shall be completed by the CSP 22-A Contractor.

**23. SHOP DRAWING REQUIREMENTS:**

This CSP Package Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

**24. ABOVE CEILING COORDINATION:**

Reference is made to Section 01 33 00 - Shop Drawings, Product data and Samples, Article 1.2. I, Coordination, Layout and Composite. All plumbing equipment installed above ceiling shall be installed in a manner as

required to facilitate accessibility for maintenance to the equipment. This CSP Package Contractor shall coordinate all ceiling conflicts between itself and other trades. A coordination meeting between all affected trades shall be scheduled by this CSP Package Contractor through the Construction Manager. If the coordination does not take place, this CSP Package Contractor shall be responsible for all corrective work required due to conflicts, at no additional cost to the Owner.

25. **EQUIPMENT ACCESS COORDINATION:**

This CSP Package Contractor shall coordinate all equipment, piping, hangers, etc. installed under this scope of work to allow adequate access for maintenance of equipment. Any equipment accessibility issues shall be brought to the attention of the Construction Manager immediately. If equipment, piping, hangers, etc. are installed in an inaccessible manner, it shall be this CSP Package Contractor's responsibility to make any necessary corrections at no additional cost to the Owner.

26. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

27. **EXCESS SPOILS:**

This CSP Package Contractor shall be responsible for hauling off and disposing of excess soil and rock materials resulting from the work of this package off-site at this CSP Package Contractor's expense. This CSP Package Contractor shall reshape, grade and leave in a smooth uniform finish all site areas disturbed by the operations of this CSP Package Contractor.

28. **EQUIPMENT NAME PLATES:**

This CSP Package Contractor shall furnish and install the appropriate equipment tagging, valve tagging, control tagging, etc. as applicable to this CSP Package scope of work. All final tagging shall be identified in a framed chart that is furnished to the Owner.

29. **PLUMBING:**

This CSP Package Contractor shall include the project requirements for a complete Plumbing system as specified and indicated within the documents to generally include the following:

- a. Area drains
- b. Arrestors
- c. Backflow Preventers and detector checks (interior)
- d. Booster systems
- e. Building domestic water systems connected to service mains as indicated
- f. Cast iron receiver drain pipe
- g. Caulking at lead flange at vent stacks
- h. Circulators
- i. Cleanout covers, trap primers, etc.
- j. Concentric vents
- k. Concrete collars around exterior cleanouts, interceptors, sample wells, etc.
- l. Connection to water, storm, and sanitary sewer utility systems
- m. Crushed tile or stone below drains
- n. Domestic water heating systems
- o. Down spouts and nozzles (see down spout boot clarification)
- p. Elevator pit drainage system

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- q. Emergency eye-wash/shower stations
  - r. Expansion Tanks
  - s. Filter systems
  - t. Fire barriers at pipe penetrations
  - u. Flues and separators
  - v. Furnish and install shower pans
  - w. Garbage disposers
  - x. Gas regulators
  - y. Freeze resistant boxes
  - z. Storage tanks
  - aa. Grates at floor drains, trench drains and other pipe openings
  - bb. Grout at pipe penetrations
  - cc. Heat exchangers
  - dd. Heat trace (Electrical connections by others)
  - ee. Hook-up and disconnect Construction Manager trailer
  - ff. Hose reels/hose stations
  - gg. Impervious barriers as indicated
  - hh. Insulation
  - ii. Lavatory system
  - jj. Lead Flanges
  - kk. Linear drains
  - ll. Mixing valves & other valves
  - mm. Mop sink and accessories
  - nn. Natural Gas piping and fittings
  - oo. Pipe collars/intumescent wrap
  - pp. Perforated pipe and aggregate backfill at site walls
  - qq. Plumbing fixtures, carriers and drains
  - rr. Plumbing void system/super void system
  - ss. Pressure reducing valves
  - tt. Pumps
  - uu. Roof penetrations sleeve and flashing for plumbing piping (furnish and install)
  - vv. Roof pipe support devices
  - ww. Roof storm drainage system (includes tie-ins to storm water collection system and downspouts)
  - xx. Sheet metal rain collars, hoods, umbrellas, etc at penetrations
  - yy. Showers with trim kits
  - zz. Sleeves for pipe penetrations
  - aaa. Solids interceptor (including alert panel and wiring)
  - bbb. Stainless steel bolts and nuts at all underground connections (whether specified, or not)

- ccc. Subsoil drains (sand cushion, gravel fill, filter fabric, perforated pipe, trenching, backfill)
- ddd. Sump pumps
- eee. Tankless water heaters
- fff. TAS pipe wraps
- ggg. Traps
- hhh. Trap primers and access doors (care should be taken to locate access doors for adequate accessibility to trap primers.)
- iii. Trench drains, trench drain nozzles
- jjj. Utility & supply boxes, washer boxes
- kkk. Valve boxes
- lll. Waste & vent piping systems
30. **UNDERGROUND GAS LINES:**  
This CSP Package Contractor shall install all underground gas lines from the gas service to the building as shown or indicated in the contract documents, including connection to service line. This shall include all necessary excavation and backfill. This CSP Package Contractor shall remove and replace streets, roads, drives, sidewalks, fencing, landscaping, etc. as necessary to complete this scope of work. All disturbed items shall be replaced to existing condition, or better.
31. **TEMPORARY WATER:**  
This CSP Package Contractor shall maintain temporary water connections (three per project) for project use on both the site and within the building at locations as mutually agreed by the Contractor and the Construction Manager. Meter cost and service shall be by others. Include all requirements in Specification Section 01 51 00 Temporary Utilities.
32. **DOWNSPOUT BOOT CLARIFICATION:**  
All downspout boots that tie-in to the storm drainage system below grade shall be furnished, installed and tied-in by the CSP 22-A Plumbing Contractor. All downspout boots that drain at grade shall be furnished and installed by the CSP 07-A Roofing Contractor. Downspout nozzles shall be furnished and installed by the CSP 22-A Plumbing Contractor.
33. **TRAP PRIMER PROTECTION:**  
This CSP Package Contractor shall provide adequate protection for all trap primers until such time as it is no longer required as determined by the Construction Manager after the trap primers are put into operation and walls have been closed. This protection shall be removed and disposed of by this CSP Package Contractor.
34. **TESTING:**  
This CSP Package Contractor shall provide smoke testing and television/exfiltration testing of underground lines as required and directed by the Construction Manager for systems installed under this scope of work.
35. **ACCESS PANELS:**  
This CSP Contractor shall furnish and install all access panels required for access to mechanical valves, systems or equipment furnished under this scope of work.
36. **JOINT SEALERS:**  
This CSP Package Contractor shall provide the joint sealant material and installation as required to provide for the mechanical provisions of this scope of work including the areas as identified herein:
- Penetrations through and adjacent to fire rated elements as scheduled and specified.
  - Penetrations through acoustical rated walls or ceilings as scheduled and specified.
  - Sanitary sealant around all plumbing fixtures as scheduled and specified.
  - Seal around all floor penetrations with extra caution at all floor levels above the first floor janitors

closets and restrooms to provide a watertight seal to prevent leakage.

37. **ROOF PENETRATIONS:**

All roof penetrations will be made by the CSP 07-A Roofing Contractor. This CSP Package Contractor (CSP 22-A) shall provide all materials for actual penetration, including, but not limited to, pitch pans, chem. curbs, piping, flashing, etc. Layout and final locations are to be done by each individual trade and coordinated with CSP 07-A prior to penetrating the roof system. .

**CSP PACKAGE EXCLUSION(S)**

1. **JOINT SEALANT OTHER THAN AS PROVIDED ABOVE**
2. **ACCESS PANELS REQUIRED FOR PROVISIONS OTHER THAN THIS PLUMBING SCOPE OF WORK**
3. **CONCRETE HOUSE KEEPING PADS**
4. **FIRE SPRINKLER WATER SERVICE OR VAULTS**
5. **HVAC WORK**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FIVE THOUSAND DOLLAR (\$5,000.00) allowance, within the base proposal of each project (\$10,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

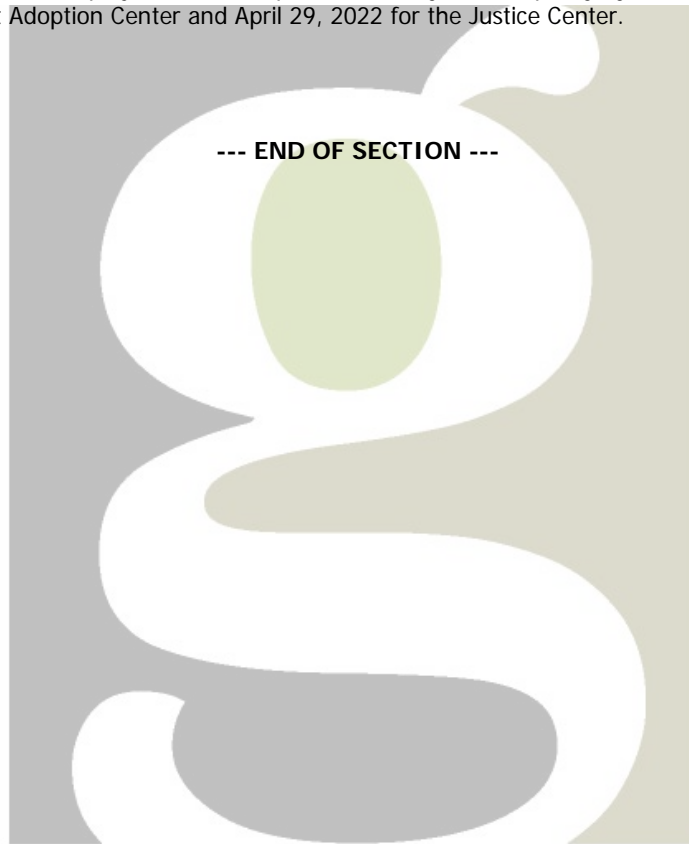
On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: One Hundred and Eighty (180) Calendar Days

Justice Center: Two Hundred and Seventy (270) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



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## CSP 23-A HVAC

## KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
JUSTICE CENTER		
07	077200.2.2	ROOF CURBS
07	077200.2.3	EQUIPMENT SUPPORTS
07	077200.2.4	PIPE SUPPORTS
07	077200.2.5	PIPE PORTALS
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
08	083113	ACCESS DOORS AND FRAMES
08	083483	ELEVATOR DOOR SMOKE CONTAINMENT SYSTEM
08	089100	FIXED LOUVERS
23	230500	COMMON WORK RESULTS FOR HVAC
23	230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
23	230519	THERMOMETERS AND GAGES FOR HVAC PIPING
23	230523	GENERAL-DUTY VALVES FOR HVAC PIPING
23	230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23	230533	HEAT TRACING FOR HVAC PIPING
23	230548	VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT
23	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
23	230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23	230700	HVAC INSULATION
23	230800	COMMISSIONING OF HVAC
23	230923	INSTRUMENTATION AND CONTROLS FOR HVAC
23	232113	HYDRONIC PIPING
23	232116	HYDRONIC PIPING SPECIALTIES
23	232123	HYDRONIC PUMPS
23	232513	WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS



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23	233113	METAL DUCTS
23	233300	AIR DUCT ACCESSORIES
23	233423	HVAC POWER VENTILATORS
23	233600	AIR TERMINAL UNITS
23	233713	DIFFUSERS, REGISTERS, AND GRILLES
23	235100	BREECHINGS, CHIMNEYS, AND STACKS
23	235216	CONDENSING BOILERS
23	236416	AIR-COOLED, CENTRIFUGAL WATER CHILLERS
23	237313	CENTRAL-STATION AIR-HANDLING UNITS
23	238219	FAN COIL UNITS
31	312333	TRENCH EXCAVATION
31	312334	TRENCH BACKFILL
31	312335	TRENCH SAFETY SYSTEM
<b>PET ADOPTION CENTER</b>		
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS
23	230010	BASIC MECHANICAL REQUIREMENTS
23	230512	MECHANICAL AND ELECTRICAL COORDINATION
23	230553	MECHANICAL IDENTIFICATION
23	230593	MECHANICAL TESTING, ADJUSTING AND BALANCING
23	230713	HVAC DUCT INSULATION
23	230923	BUILDING CONTROL SYSTEM (BCS)
23	233113	METAL DUCTWORK
23	233113.19	DUCTWORK ACCESSORIES
23	233400	FANS
23	233713	AIR OUTLETS AND INLETS
23	235500	FUEL-FIRED HEATERS

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23	237533	OUTSIDE AIR HANDLING UNITS
23	238126	SPLIT DX COOLING/HEATING SYSTEMS
23	238127	DUCTLESS SPLIT AIR CONDITIONING UNITS
23	238965	MOTOR CONTROLLERS

**GENERAL SCOPE PROVISIONS****1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION

**MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

	<b>Pet Adoption Center</b>	<b>Justice Center</b>
<b>Ductwork and Accessories</b>	<b>6/1/21</b>	<b>6/1/21</b>
<b>HVAC Equipment</b>	<b>7/1/21</b>	<b>8/1/21</b>
<b>Grilles and Trim</b>	<b>10/1/21</b>	<b>1/1/22</b>
<b>Miscellaneous</b>	<b>10/1/21</b>	<b>1/1/22</b>

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc.

required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package/proposal.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package/proposal contractor may be required to perform work on a time and material basis. Therefore, each CSP Package/proposal contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **ENERGY CONSERVATION CODE:**

All material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations

and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

21. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall furnish and install the project requirements for all mechanical provisions as shown or indicated in the contract documents. The only items to be furnished and or installed by others are as listed within this CSP Package.

22. **SHOP DRAWING REQUIREMENTS:**

This CSP Package Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

23. **ABOVE CEILING COORDINATION:**

Reference is made to Section 01 33 00 - Shop Drawings, Product data and Samples, Article 1.2. I, Coordination, Layout and Composite. All HVAC equipment installed above ceiling shall be installed in a manner as required to facilitate accessibility for maintenance to the equipment. This CSP Package Contractor shall coordinate all ceiling conflicts between itself and other trades. A coordination meeting between all affected trades shall be scheduled by this CSP Package Contractor through the Construction Manager. If the coordination does not take place, this CSP Package Contractor shall be responsible for all corrective work required due to conflicts, at no additional cost to the Owner.

24. **EQUIPMENT ACCESS COORDINATION:**

This CSP Package Contractor shall coordinate all equipment, piping, ductwork, hangers, etc. installed under this scope of work to allow adequate access for maintenance of equipment. Any equipment accessibility issues shall be brought to the attention of the Construction Manager immediately. If equipment, piping, ductwork, hangers, etc. are installed in an inaccessible manner, it shall be this CSP Package Contractor's responsibility to make any necessary corrections at no additional cost to the Owner.

25. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

26. **EXCESS SPOILS:**

This CSP Package Contractor shall be responsible for hauling off and disposing of excess soil and rock materials resulting from the work of this package off-site at this CSP Package Contractor's expense. This CSP Package Contractor shall reshape, grade and leave in a smooth uniform finish all site areas disturbed by the operations of this CSP Package Contractor.

27. **EQUIPMENT NAME PLATES:**

This CSP Package Contractor shall furnish and install the appropriate equipment tagging, valve tagging, control tagging, etc. as applicable to this CSP Package scope of work. All final tagging shall be identified in a framed chart that is furnished to the Owner.

28. **HEATING, VENTILATING & AIR CONDITIONING:**

This CSP Package Contractor shall include the project requirements for a complete Heating, Ventilating and Air Conditioning system as specified and indicated within the documents to generally include the following:

- a. Air distribution devices (grilles, registers, diffusers, wall collars, etc.)
- b. Air handling units
- c. Air separators
- d. Architectural Louvers
- e. Automatic Temperature Control System
- f. Ceiling fans, including controllers and wiring

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- g. Chilled/Hot Water Systems
  - h. CO2 sensors
  - i. Combustion Air Systems
  - j. Condensate Drainage Systems
  - k. Condensing units (except at freezers)
  - l. Corrections and adjustments as indicated by TAB firm
  - m. Curb Adaptors
  - n. Dampers, fire dampers, fire/smoke dampers, etc. with mounting angles
  - o. Drain Pans
  - p. Ductwork Smoke Detector System (install only)
  - q. Ductwork Systems
  - r. Egg crate diffusers (see egg crate clarification))
  - s. Energy recovery modules
  - t. Exhaust systems, fans and roof ventilators
  - u. Flues
  - v. Galvanized steel sleeves/fire barriers at wall penetrations
  - w. Grate, walkway, stairs at mechanical unit
  - x. Hardware cloth
  - y. Hoisting
  - z. HVAC control conduit, wiring and devices
  - aa. Hydronic piping
  - bb. Installation and hook-up of laundry equipment exhaust system
  - cc. Insulation
  - dd. Insulation infills at curb
  - ee. Labeling
  - ff. Mechanical louvers
  - gg. Natural gas and carbon monoxide sensors
  - hh. Plenum boxes
  - ii. Pre-manufactured insulated roof curbs, thy curbs, wood runners, etc. (furnish and install)
  - jj. Pumps, expansion tanks, solid separators and shot feeders
  - kk. Radiant heaters
  - ll. Heat pumps
  - mm. Boilers
  - nn. Chillers
  - oo. Duct liner
  - pp. Supports for mechanical equipment
  - qq. Fan coil units
  - rr. Fan powered boxes

- ss. Refrigerant piping
- tt. Refrigerant shrouds
- uu. Roof Caps
- vv. Roof Penetrations (including hooded covers)
- ww. Pot feeders
- xx. Sealants around all exterior wall penetrations, louvers, etc. Watertightness at these locations shall be the responsibility of this CSP Package Contractor.
- yy. Smoke curtains
- zz. Split systems
- aaa. Starters
- bbb. Stainless steel ductwork
- ccc. Four changes of temporary air filters during construction per facility as directed by the Construction Manager
- ddd. Valves
- eee. VAV's
- fff. Vibration Isolation
- ggg. Wire Guards on thermostats indicated

29. **TEMPORARY HEATING & COOLING:**

The CSP Package Contractor is advised that it shall be a project requirement to utilize to the extent possible the HVAC systems as required for temporary heating and cooling during the construction period, including temporary thermostats. It shall be the responsibility of this Contractor to furnish and install four (4) temporary filter changes per facility as directed by the Construction Manager during construction. Upon substantial completion of the work, this CSP Package Contractor shall install permanent filters and service the units for acceptance by the owner. The warranty period shall commence upon substantial completion of the Contractor's work and extend for the period as provided within the contract documents.

30. **ENERGY MANAGEMENT CONTROL SYSTEM:**

This CSP Package Contractor shall provide all temperature controls, humidity controls and energy management control systems as required for the project. The CSP 23-A Contractor shall take ALL responsibility for coordination of the energy management control system with the mechanical and electrical systems installed on this project.

31. **CLARIFICATION FOR HVAC EQUIPMENT MOUNTED ON ROOF CURBS:**

This CSP Package Contractor shall be responsible for furnishing and installing self-counter-flashing curbs for roof top units, air handlers, etc. that will allow on all sides of roof top curbs for installation of built up roofing and sheet metal flashing. This CSP Package Contractor shall be responsible for coordinating with the Roofing Contractor for specific requirements relating to the curbs. All insulation on the outside of roof curbs shall be furnished and installed by the Roofing Contractor and all insulation required within the roof curbs shall be furnished and installed by the Mechanical Contractor.

32. **JOIST BRIDGING/BRACING COORDINATION:**

This CSP Package Contractor shall coordinate with the CSP 05-A Contractor the locations of required x-bracing and bridging in joists so as to not interfere with openings for duct routing. All duct supports shall be located at panel points. Coordination will be required between the CSP 05-A Contractor, CSP 23-A Contractor and Joist manufacturer to eliminate potential conflicts.

33. **EGG CRATE:**

This CSP Package Contractor shall furnish and install all egg crate on the project as shown or indicated in the contract documents, except eggcrate materials shown to be installed in light coves or other lighting areas. Any eggcrate for light coves or other lighting areas on the project shall be furnished and installed by the CSP

## GALLAGHER

26-A Contractor.

34. **SMOKE TESTING:**

This CSP Package Contractor shall provide smoke testing as required and directed by the Construction Manager for systems installed under this scope of work.

35. **ACCESS PANELS:**

This CSP Package Contractor shall furnish and install all access panels required for access to mechanical valves, systems or equipment furnished under this scope of work.

36. **JOINT SEALERS:**

This CSP Package Contractor shall provide the joint sealant material and installation as required to provide for the mechanical provisions of this scope of work including the areas as identified herein:

- a. Penetrations through and adjacent to fire rated elements as scheduled and specified.
- b. Penetrations through acoustical rated walls or ceilings as scheduled and specified.
- c. Sealants around louvers at exterior walls.
- d. Sealants at duct wall penetrations

37. **ROOF PENETRATIONS:**

All roof penetrations will be made by the CSP 07-A Roofing Contractor. This CSP Package Contractor (CSP 23-A) shall provide all materials for actual penetration, including, but not limited to, pitch pans, chem. curbs, piping, flashing, etc. Layout and final locations are to be done by each individual trade and coordinated with CSP 07-A prior to penetrating the roof system.

**CSP PACKAGE EXCLUSION(S)**

1. **JOINT SEALANT OTHER THAN AS PROVIDED ABOVE**
2. **ACCESS PANELS REQUIRED FOR PROVISIONS OTHER THAN THIS MECHANICAL SCOPE OF WORK**
3. **CONCRETE HOUSE KEEPING PADS**
4. **LOUVERS IN DOORS**
5. **TEST AND BALANCING – BY OWNER**
6. **PLUMBING WORK, EXCEPT CONDENSATE DRAINAGE AND REFRIGERANT PIPING**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FIVE THOUSAND DOLLAR (\$5,000.00) allowance, within the base proposal of each project (\$10,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET



3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

- Pet Adoption Center:                      Ninety (90) Calendar Days
- Justice Center:                              One Hundred Twenty (120) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



## GALLAGHER

## CSP 26-A ELECTRICAL

## KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
JUSTICE CENTER		
07	077200.2.4	PIPE SUPPORTS
07	077200.2.5	PIPE PORTALS
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
08	083113	ACCESS DOORS AND FRAMES
26	260500	COMMON WORK RESULTS FOR ELECTRICAL
26	260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26	260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26	260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
26	260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26	260923	LIGHTING CONTROL DEVICES
26	260943	NETWORKED LIGHTING CONTROLS
26	262200	LOW-VOLTAGE TRANSFORMERS
26	262416	PANELBOARDS
26	262726	WIRING DEVICES
26	262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26	262923	VARIABLE-FREQUENCY MOTOR CONTROLLERS
26	263213	ENGINE GENERATORS
26	263600	AUTOMATIC TRANSFER SWITCHES
26	264113	LIGHTNING PROTECTION FOR STRUCTURES
26	265100	LIGHTING
31	312333	TRENCH EXCAVATION
31	312334	TRENCH BACKFILL
31	312335	TRENCH SAFETY SYSTEM

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**PET ADOPTION CENTER**

07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS
26	260510	GENERAL REQUIREMENTS FOR ELECTRICAL WORK
26	260512	MECHANICAL AND ELECTRICAL COORDINATION
26	260519	WIRES AND CABLES
26	260520	WIRE CONNECTION AND DEVICES
26	260526	GROUNDING
26	260527	SEALING OF PENETRATIONS
26	260529	SUPPORTING DEVICES
26	260532	PULL AND JUNCTION BOXES
26	260533	CONDUITS
26	260534	OUTLET BOXES
26	260535	WIREWAY
26	260924	OCCUPANCY SENSORS
26	260926	MISCELLANEOUS ITEMS
26	262413	DISTRIBUTION BOARDS
26	262416	PANELBOARDS
26	262550	GENERATOR DOCKING STATION
26	262713	ELECTRIC SERVICE ENTRANCE
26	262716	CABINETS
26	262726	WIRING DEVICES
26	262816	OVERCURRENT PROTECTIVE DEVICES
26	262817	DISCONNECT SWITCHES
26	262913	MOTORS, MOTOR STARTERS AND CONTROLS
26	263213	NATURAL GAS GENERATOR
26	263623	AUTOMATIC TRANSFER SWITCHES

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26	264313	SURGE PROTECTION DEVICES (SPDS)
26	265113	LIGHTING
31	312316	CIVIL EXCAVATING, BACKFILLING, AND COMPACTION
31	312333	TRENCHING AND BACKFILLING
31	314100	SHORING AND BRACING

**GENERAL SCOPE PROVISIONS****1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:****PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE**

**REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

	<b>Pet Adoption Center</b>	<b>Justice Center</b>
<b>Conduit and Wiring</b>	<b>5/1/21</b>	<b>5/1/21</b>
<b>Switchgear and Panels</b>	<b>6/1/21</b>	<b>6/1/21</b>
<b>Devices and Fixtures</b>	<b>8/1/21</b>	<b>10/1/21</b>

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

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Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in affect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. TESTING:**

This CSP Package Contractor shall furnish certification of testing both in hard copy and electronically on all

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installed cabling, wiring devices and connectors. These tests shall be performed on the total system without the Owner furnished interconnecting instruments or equipment to eventually be installed on this project.

21. **ENERGY CONSERVATION CODE:**

All material(s) shall be furnished and installation procedures will be followed to comply with ECC Regulations and Guidelines. Provide documentation upon request to Engineer, Architects and Owner.

22. **TEMPORARY STORAGE TRAILERS:**

This CSP Package Subcontractor shall provide a minimum of 1 temporary, secure storage trailers at the jobsite for the storage of electrical fixtures and equipment. This shall be in addition to the storage trailers that this CSP Package Subcontractor chooses to provide for the storage of incidental and commodity type materials. ALL equipment and fixtures shall be stored no later than 10/1/21.

23. **GENERAL SCOPE OF WORK:**

This CSP Package Contractor shall furnish and install the project requirements for electrical infrastructure, wiring, equipment and devices located within the contract documents. The only items to be furnished and/or installed by others are as listed within this CSP Package.

24. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

25. **EXCESS SPOILS:**

This CSP Package Contractor shall be responsible for hauling off and disposing of excess soil and rock materials resulting from the work of this package off-site at this CSP Package Contractor's expense. This CSP Package Contractor shall reshape, grade and leave in a smooth uniform finish all site areas disturbed by the operations of this CSP Package Contractor.

26. **SHOP DRAWING REQUIREMENTS:**

This CSP Package Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

27. **ABOVE CEILING COORDINATION:**

Reference is made to Section 01 33 00 – Shop Drawings, Product Data and Samples, Article 1.2. 1, Coordination, Layout and Composite. All electrical equipment and piping installed above ceiling shall be installed in a manner as required to facilitate accessibility for maintenance to the equipment. Close coordination with other trades will be required in existing areas.

28. **EQUIPMENT ACCESS COORDINATION:**

This CSP Package Contractor shall coordinate all piping, hangers, etc. installed under this scope of work to allow adequate access for maintenance of equipment installed by others. Any equipment accessibility issues shall be brought to the attention of the Construction Manager immediately. If piping, hangers, etc. installed by this CSP Package Contractor cause equipment access issues, it shall be this CSP Package Contractor's responsibility to make any necessary corrections at no additional cost to the Owner.

29. **TRAILER AREA:**

This CSP Package Contractor shall furnish temporary electrical hook-ups to the construction trailers of the construction manager as well as other trades

30. **TEMPORARY POWER, LIGHTING & DISTRIBUTION FOR CONSTRUCTION:**

This CSP Package Contractor shall furnish, install and maintain for the duration of the temporary power requirements a complete system of temporary electrical services including GFI power outlets and lamps for temporary lighting in accordance with the provisions of Section 01 51 00 - Temporary Utilities, Article 1.05. Coordinate with Electric Company to establish the permanent transformer and distribute the required temporary power from the location of this transformer. Electric Company cost will be paid for by the Owner.

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Provisions of the Article referenced above are additionally modified as follows:

- a. Immediately upon notice to proceed this CSP Package Contractor shall install the underground primary service requirements (including pull boxes) from the existing power to the location of the permanent transformer pad indicated on the drawings. Coordinate with the electric company to provide for the energizing of this electrical service at the earliest date possible. Electric cost will be paid by the Owner. Include all scope as defined in Specifications Section 01 51 00 - Temporary Utilities. This CSP Package Contractor shall include provisions to provide temporary power and distribution for the project prior to the permanent transformer(s) being in place. This CSP Package Contractor shall provide all transformer protection as required by the Electrical Provider. Pre-cast concrete transformer pad(s) shall be furnished and installed by this CSP Package Contractor, if required by the Electrical Provider. Any piers required for the pre-cast concrete transformer pad(s) will be provided by the Concrete Contractor.
- b. Furnish and install step down transformer, panels, disconnects and temporary waterproof enclosure structure for distribution of temporary power from pad mount location.
- c. Designated distribution points for open areas shall be located no more than 100 ft apart, horizontally.
- d. This CSP Package shall include the maintenance of the trailer area temporary services for the duration of the construction period. This shall include electrical connection and disconnection to the Construction Manager's trailer.

31. **ELECTRICAL:**

This CSP Package Contractor shall include all of the provisions as required for a complete electrical installation as shown or indicated within the contract documents. Work shall include, but not be limited to, the following:

- a. Electric service and metering, including fees, permits, and provisions for metering equipment.
- b. Complete systems of distribution and utilization for light and power (including emergency lighting).
- c. Empty conduit systems for data, telephone, cardreader, fire alarm, fiber-optics, and all other systems as shown or indicated. This includes all gang boxes, back boxes, conduit with pull strings, underground conduit and pull boxes as indicated. Standard back boxes are to be furnished and installed by this CSP Package Contractor. Any special back boxes will be furnished by the respective contractor and installed by this CSP Package Contractor.
- d. Lighting fixtures, lamps and site lighting (attach light fixtures to grid if required by code and/or local governing authority)
- e. Rough-in and final connections to mechanical and other equipment (include disconnects, outlets, starters, etc. as indicated)
- f. Rough-in and final connections to building equipment installed by others to include but not limited to the following:
  - (1) Appliances
  - (2) Automatic faucets
  - (3) Building Hardware Electric Strikes and hold open devices
  - (4) Dampers
  - (5) Elevator
  - (6) Equipment
  - (7) Fire doors/smoke screens
  - (8) Fire pumps/booster pumps
  - (9) Gate motors
  - (10) Irrigation controllers
  - (11) Louvers
  - (12) Motorized Window Treatments



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- (13) Overhead Doors
  - (14) Signage
  - g. Grounding System
  - h. Roof pipe support devices (if necessary)
  - i. Mechanical systems
  - j. Conduit and boxes for security devices
32. **EMERGENCY LIGHTING:**  
This CSP Package Contractor shall furnish and install a complete Emergency Lighting system as indicated within the contract documents.
33. **SITE/EXTERIOR LIGHTING:**  
This CSP Package Contractor shall furnish and install all Site/Exterior Lighting and distribution requirements as scheduled and indicated within the contract documents.
34. **EGG CRATE, PARABOLIC LENS, PRISMATIC LENS:**  
This CSP Package Contractor shall furnish and install all egg crate, parabolic lens material, prismatic lens material, etc. shown or indicated in the contract documents to be installed in light covers or other lighting areas. Any eggcrate required related to the mechanical systems on the project shall be furnished and installed by the CSP 23-A Contractor.
35. **SEALING OF CONDUITS:**  
After pulling wire, this CSP Package Contractor shall seal the inside of all conduits coming through the floor from the exterior of the building or between areas of the building to prevent moisture penetration into the conduits. This is in addition to the required sealants around the outside of the conduit. This CSP Package Contractor shall also seal all floor penetrations at all floor levels above the first floor watertight to prevent leakage.
36. **SPECIALTY SYSTEMS & ITEMS:**  
This CSP Package Contractor shall provide the necessary labor, equipment and material to completely furnish and install the following systems:
- a. All infrastructure provisions necessary for ALL empty conduit systems (core drilling, floor boxes, etc.)
  - b. Floor Boxes
  - c. Generators, transfer switches, docking stations
  - d. Heat trace
  - e. Interface/control wiring and power provisions as indicated
  - f. Lighting Control Systems, time clocks, photocells
  - g. Lightning protection
  - h. Moldable firestopping
  - i. Motor starters
  - j. Outlet box pads
  - k. Panel Support Frames
  - l. Pipe collars/intumescent wrap
  - m. Plug mold
  - n. Relays & relay panels
  - o. Shunt switches
  - p. Transformer stands
-

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- q. UPS systems
- r. Wire guards
- s. Adjust existing electrical lines, conduit and pull boxes as necessary for new construction. Demolish light poles and fixtures. Relocate power for sewer grinder. Remove and reinstall light poles and fixtures.

**37. ACCESS PANELS:**

This CSP Package Contractor shall furnish and install all access panels required for access to electrical systems or equipment furnished under this scope of work.

**38. JOINT SEALERS:**

This CSP Package Contractor shall provide the joint sealant material and installation as required to provide for the electrical provisions of this scope of work including the areas as identified herein:

- a. Penetrations through and adjacent to fire rated elements as scheduled and specified
- b. Penetrations through acoustical rated walls or ceilings as scheduled and specified.
- c. All floor penetrations above the first floor shall be sealed watertight to prevent leakage.

**39. FIRE SAFING AND CAULKING:**

This CSP Package Contractor shall provide and install all fire safing and caulking for penetrations through and adjacent to fire rated elements as scheduled and specified.

**40. ACOUSTICAL CAULKING:**

This CSP Package Contractor shall provide and install all acoustical caulking for penetrations through acoustical rated walls or ceilings as scheduled and specified.

**41. EQUIPMENT NAME PLATES:**

This CSP Package Contractor shall furnish and install the appropriate equipment tagging, valve tagging, control tagging, etc. as applicable to this CSP Package scope of work. All final tagging shall be identified in a framed chart that is furnished to the Owner.

**42. ROOF PENETRATIONS:**

All roof penetrations will be made by the CSP 07-A Roofing Contractor. This CSP Package Contractor (CSP 26-A) shall provide all materials for actual penetration, including, but not limited to, pitch pans, chem. curbs, piping, flashing, etc. Layout and final locations are to be done by each individual trade and coordinated with CSP 07-A prior to penetrating the roof system.

**43. MISCELLANEOUS ITEMS:**

This CSP Package Contractor shall furnish and install the following items:

- a. Wire gutters
- b. Wire mold
- c. Wire sleeves

**CSP PACKAGE EXCLUSION(S)**

1. CONCRETE HOUSE KEEPING PADS
2. CONCRETE TRANSFORMER PADS
3. VOICE AND DATA CABLING
4. LIGHT POLE BASES

**FIRE ALARM SYSTEMS****A/V SYSTEMS****SECURITY SYSTEMS****CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a TWENTY THOUSAND DOLLAR (\$20,000.00) allowance, within the base proposal of each project (\$40,000 total) to be used at the discretion

of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: One Hundred and Twenty (120) Calendar Days

Justice Center: Two Hundred and Seventy (270) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 27-A VOICE AND DATA CABLING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
27	270500	COMMON WORK RESULTS FOR COMMUNICATIONS SYSTEMS
27	270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS
27	270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS
27	270528.29	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS
27	270536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS
27	270543	UNDERGROUND PATHWAYS AND STRUCTURES FOR COMMUNICATION SYSTEMS
27	270544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS
27	270553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
27	271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS
27	271116	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES
27	271323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING
27	271513	COMMUNICATIONS COPPER HORIZONTAL CABLING
<b>PET ADOPTION CENTER</b>		
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This Proposal Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this Proposal:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up

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- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this Proposal Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center: 9/1/21  
Justice Center: 12/1/21

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each Proposal Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this Proposal Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All Proposal Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This Proposal Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this Proposal. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if Proposal Contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of Proposal Contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **LABOR UNIT COSTS:**

During the course of the project, Proposal Contractor may be required to perform work on a time and material basis. Therefore, each proposal/Proposal Contractor shall provide, in the appropriate location on

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the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

15. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

16. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Proposal Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this Proposal scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

17. **HOISTING:**

Each Proposal Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal/proposal.

18. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Proposal Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Proposal Contractor shall move the stored materials to the installation locations at no additional cost.

19. **SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

20. **GENERAL SCOPE:**

The Voice and Data Cabling Contractor shall be designated as the Vendor referenced in the contract documents. The responsibility of this RFP includes the complete Voice and Data Cabling Distribution System as described in the contract documents. The scope of work listed is not all inclusive but the work is to include all equipment, wiring and appurtenances necessary to make complete and operable systems as noted in the specification sections and shown or indicated in the contract documents and as follows:

- a. The work will require interfacing with the electrical contractor on site who has the responsibility for rough in of conduit and back boxes. All special back boxes required for the installation of these systems shall be provided by this Proposal Contractor and installed by the electrical contractor.
- b. This Proposal Contractor shall include the furnishing and installation of all cable supports, J hooks, racks, trays, etc. required for the installation of the systems provided under this proposal.
- c. Intra-building Fiber Optic Cable shall be provided by this Proposal Contractor.
- d. All fiber or copper cabling, wiring and final tie in to all computers, LAN, irrigation controller, point of sale stations, panic buttons, cameras, projectors and other systems shall be performed by this Proposal Contractor.
- e. All connections, punch downs and patch cables, etc. shall be performed by this Proposal Contractor.
- f. All plant and equipment required by specification including patch panels, wire management panels, racks, hubs, voice and data jacks, wireless access points and special boxes, etc. shall be furnished and installed by this Proposal Contractor.
- g. The design drawings may indicate rough in of conduit or boxes and installation of power that will support the work in this RFP. The Proposer shall review the design drawings and determine the additional work that may be required to install the system. Any conduit, boxes and/or power not shown or indicated in the contract documents, but required for the completion of the systems

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included in this proposal shall be furnished and installed by this Proposal Contractor.

- h. All new LAN installations shall be compatible with and integrated into the current system.
- i. Any penetrations through walls, floors, ceilings, etc. required for the installation of the systems included in this proposal shall be made by this Proposal Contractor. All penetrations shall be repaired and fire stopped and/or acoustically sealed as required to bring the wall/floor/ceiling assembly back to its original state. Provide intumescent tape at penetrations.
- j. Relocate underground fiber optic cabling as indicated. Adjust fiber optic lines to new grades.

21. **SEALING OF CONDUITS:**

After pulling wire, this Proposal Contractor shall seal the inside of all conduits coming through the floor from the exterior of the building or between areas of the building to prevent moisture penetration into the conduits.

22. **TESTING AND OPERATIONAL INSTRUCTIONS:**

This Proposal includes a requirement for testing and furnishing written certification of the systems installed under this proposal. The proposal shall include all operational procedures and instructions for the Owner's personnel in this use and maintenance of the systems.

23. **CLEANUP:**

This Proposal Contractor shall provide cleanup of all work areas on a daily basis. This shall include trash removal to an on-site dumpster (furnished by others, dusting, sweeping, mopping, vacuuming. Etc.

24. **TEXAS ACCESSABILITY STANDARDS:**

This Proposal Contractor shall, during the duration of the Proposal Contractor's contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Furnish documentation such as drawings, design calculations, etc. to all governing authorities for approval and permitting.

25. **QUALITY CONTROL:**

The Proposal Contractor, at the Proposal Contractors sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Proposal Contractor's work is not in compliance.

26. **CLARIFICATION TO PROPOSAL ITEMS:**

This Proposal Contractor shall include the following items within the proposal:

- a. Price one (1) lump sum proposal for Voice and Data Cabling
- b. List of Proposed Materials, Manufacturers and Equipment
- c. Qualifications & Experience Record
- d. Number of Years in Data Cabling Business
- e. Five (5) References for Similar Projects Completed
- f. Number of Full-Time Certified Installers on Staff (listed by manufacturer)
- g. Name of RCDD who will certify the project upon completion

27. **CLARIFICATION:**

Provide written documentation of all manufacturers' certifications to Owner with sealed proposal. This shall be part of the consideration for award.

**PROPOSAL EXCLUSION(S)**

- 1. **CONDUIT AND STANDARD BACKBOXES TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR**
- 2. **PUBLIC ADDRESS, INTERCOM AND CLOCK SYSTEMS**
- 3. **FIRE ALARM SYSTEMS**
- 4. **SECURITY AND ACCESS CONTROL SYSTEMS**

Kaufman County Justice Center/Pet Adoption Center



5. TELEVISION DISTRIBUTION SYSTEMS

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

NONE

**PROPOSAL SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**  
 The proposal award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Thirty (30) Calendar Days  
 Justice Center: Forty-Five (45) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION -----



**CSP 27-B AUDIO/ VISUAL SYSTEM**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
27	274100	COMMON WORK RESULTS FOR AUDIO VISUAL SYSTEMS
27	274103	CONDUCTORS AND CABLES FOR AUDIO VISUAL SYSTEMS
27	274104	GROUNDING AND BONDING FOR AUDIO VISUAL SYSTEMS
27	274105	CABINETS AND ENCLOSURES FOR AUDIO VISUAL SYSTEMS
27	274110	INTEGRATED CONTROL SYSTEM FOR AUDIO VISUAL SYSTEMS
27	274130	VIDEO FOR AUDIO VISUAL SYSTEMS
27	274140	AUDIO FOR AUDIO VISUAL SYSTEMS
27	274150	INTERNET PROTOCOL TELEVISION SYSTEM
27	274160	COURTROOM TECHNOLOGY FOR AUDIO VISUAL SYSTEMS

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This Proposal Contractor must reference Section 01 80 00 – General Clarifications To All Proposers. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this proposal:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this Proposal Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 12/1/21.

**7. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each Proposal Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this Proposal Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All Proposal Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This Proposal Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this proposal. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples

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where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each Proposal Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each Proposal Contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if Proposal Contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of Proposal Contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Proposal Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal/proposal.

15. **MATERIALS STORED ON-SITE:**

FOR ALL MATERIALS STORED ON-SITE, EACH PROPOSAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING, TRANSPORTING AND STACKING OF MATERIALS IN LOCATIONS DESIGNATED BY THE CONSTRUCTION MANAGER. EACH PROPOSAL CONTRACTOR SHALL MOVE THE STORED MATERIALS TO THE INSTALLATION LOCATIONS AT NO ADDITIONAL COST.

16. **LABOR UNIT COSTS:**

During the course of the project, each proposal/Proposal Contractor may be required to perform work on a time and material basis. Therefore, each proposal/Proposal Contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Proposal Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this Proposal scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the

contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

Upon completion of the project, Proposal Contractor is to furnish two (2) sets of reproducible as-built and Operations and Maintenance documents for each system installed to the owner, in both hard copy and electronic format, showing the location of the materials installed, location of any items which may require maintenance over time, and documentation of right of ways.

20. **SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

21. **GENERAL SCOPE OF WORK:**

The Audio/ Visual Contractor shall be designated as the Vendor referenced in the contract documents. The responsibility includes the complete Audio/Visual Systems as described in the contract documents. The scope of work listed is not all inclusive but the work is to include all equipment, wiring and appurtenances necessary to make complete and operable systems as noted in the specification section and shown or indicated in the contract documents and as follows:

- a. The work will require interfacing with the electrical contractor on site who has the responsibility for rough in of conduit and back boxes. All special backboxes and floor boxes required for the installation of these systems shall be provided by this CSP Package Contractor and installed by the Electrical Contractor.
- b. This CSP Package Contractor shall include the furnishing and installation of all cable supports, J hooks, racks, trays, etc. required for the installation of the systems provided under this proposal.
- c. All cabling, devices, control panels, speakers, audio distribution, projection screens, televisions/monitors, modules, relays, equipment racks, assisted listening systems, amplifiers, processors, mixers, head end equipment, power supplies, receptacles, accessories, mounting brackets, system interfaces etc. shall be furnished and installed by this CSP Package Subcontractor.
- d. All connections and punch downs shall be performed by this CSP Package Contractor.
- e. Surge protection and UPS for systems installed under this proposal shall be furnished and installed by this CSP Package Contractor.
- f. The design drawings may indicate rough in of conduit or boxes and installation of power that will support the work in this Proposal Package. The proposer shall review the design drawings and determine the additional work that may be required to install the system. Any conduit, boxes and/or power not shown or indicated in the contract documents, but required for the completion of the systems included in this proposal shall be furnished and installed by this CSP Package Contractor.
- g. Any penetrations through walls, floors, ceilings, etc. required for the installation of the systems included in this proposal shall be made by this CSP Package Contractor. All penetrations shall be repaired and fire stopped and/or acoustically sealed as required to bring the wall/floor/ceiling assembly back to its original state. Provide intumescent tape at penetrations.

22. **SEALING OF CONDUITS:**

After pulling wire, this Proposal Contractor shall seal the inside of all conduits coming through the floor from the exterior of the building or between areas of the building to prevent moisture penetration into the conduits.

23. **TESTING AND OPERATIONAL INSTRUCTIONS:**

This Proposal includes a requirement for testing and furnishing written certification of the systems installed under this proposal. The Proposal shall include all operational procedures and instructions for the Owner's personnel in the use and maintenance of the Voice and Data Systems.

24. **CLEANUP:**

This Proposer shall provide clean up of all work areas on a daily basis. This shall include trash removal to an on-site dumpster (furnished by others), dusting, sweeping, moping, vacuuming, etc.

25. **TEXAS ACCESSIBILITY STANDARDS:**

This Proposal Contractor shall, during the duration of the Proposal Contractor's contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Furnish documentation such as drawings, design calculations, etc. to all governing authorities for approval and permitting.

26. **QUALITY CONTROL:**

The Proposer, at the Proposer's sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Proposal Contractor's work is not in compliance.

27. **CLARIFICATION TO PROPOSAL ITEMS:**

This Proposal Contractor shall include the following items within the proposal:

- a. List of Proposed Materials, Manufacturers and Equipment for each system
- b. Qualifications & Experience Record for each system
- c. Number of Years in Security System Business
- d. Five (5) References for Similar Projects Completed
- e. Number of Full-Time Certified Installers on Staff (listed by system and manufacturer)
- f. All other items required for submission by the specifications.

28. **CLARIFICATION:**

Provide written documentation of all manufacturers' certifications to Owner with sealed **proposal**. This shall be part of the consideration for award.

**PROPOSAL EXCLUSION(S):**

1. **CONDUIT AND STANDARD BACKBOXES TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR**
2. **VOICE AND DATA CABLING**
3. **PUBLIC ADDRESS, INTERCOM, CLOCK SYSTEMS**
4. **FIRE ALARM SYSTEMS**
5. **TELEVISION DISTRIBUTION SYSTEMS**

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

NONE

**PROPOSAL SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**

The proposal award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before FORTY-FIVE (45) calendar days from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---



GALLAGHER

**CSP 28-A FIRE ALARM SYSTEMS**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
28	280500	COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
28	280513	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28	280520	CABINETS AND ENCLOSURES FOR ELECTRONIC SAFETY AND SECURITY
28	280526	GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY
28	280528	PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
28	280528.29	HANGERS AND SUPPORTS FOR ELECTRONIC SAFETY AND SECURITY SYSTEMS
28	280543	UNDERGROUND PATHWAYS AND STRUCTURES FOR ELECTRONIC SAFETY AND SECURITY
28	280544	SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS AND CABLING
28	283100	VOICE EVACUATION FIRE ALARM SYSTEM
<b>PET ADOPTION CENTER</b>		
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS
28	283101	INTELLIGENT REPORTING FIRE DETECTION SYSTEM

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This Proposal Contractor must reference Section 01 80 00 – General Clarifications To All Proposers. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this proposal:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)



## GALLAGHER

- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this Proposal Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	9/1/21
Justice Center:	11/1/21

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each Proposal Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**8. ACCEPTANCE OF AREA:**

Once this Proposal Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All Proposal Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**9. RESOURCE REQUIREMENTS:**

This Proposal Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this proposal. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**10. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if Proposal Contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of Proposal Contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal/proposal.

**15. MATERIALS STORED ON-SITE:**

FOR ALL MATERIALS STORED ON-SITE, EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING, TRANSPORTING AND STACKING OF MATERIALS IN LOCATIONS DESIGNATED BY THE CONSTRUCTION MANAGER. EACH CONTRACTOR SHALL MOVE THE STORED MATERIALS TO THE INSTALLATION LOCATIONS AT NO ADDITIONAL COST.

**16. LABOR UNIT COSTS:**

During the course of the project, each proposal/Proposal Contractor may be required to perform work on a

time and material basis. Therefore, each proposal/Proposal Contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Proposal Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this Proposal scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

Upon completion of the project, Proposal Contractor is to furnish two (2) sets of reproducible as-built and operations and maintenance documents for each system installed to the owner, in both hard copy and electronic format, showing the location of the materials installed, location of any items which may require maintenance over time, and documentation of right of ways.

20. **SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

21. **GENERAL SCOPE:**

The Fire Alarm System Contractor shall be designated as the Vendor referenced in the contract documents. The responsibility includes the complete Fire Alarm System as described in the contract documents. The scope of work listed is not all inclusive but the work is to include all equipment, wiring and appurtenances necessary to make complete and operable systems as noted in the specification sections and shown or indicated on the contract drawings and as follows:

- a. The work will require interfacing with the electrical contractor on site who has the responsibility for rough in of conduit and back boxes. All special back boxes required for the installation of these systems shall be provided by this proposal contractor and installed by the electrical contractor.
- b. This Proposal Contractor shall include the furnishing and installation of all cable supports, J hooks, racks, trays, etc. required for the installation of the systems provided under this proposal.
- c. All cabling, devices, control panels, speakers, communicators, annunciators, audible and visual alarm signals, door switches, modules, relays, pull stations, heat detectors, smoke detectors, tamper switches, magnetic hold open devices, power supplies, receptacles, accessories, system interfaces, etc. shall be furnished and installed by this proposal contractor.
- d. All connections and punch downs shall be performed by this proposal contractor.
- e. Surge protection and UPS for systems installed under this proposal shall be furnished and installed by this proposal contractor.
- f. The design drawings may indicate rough in of conduit or boxes that will support the work in this RFP. The Proposer shall review the design drawings and determine the additional work that may be required to install the system. Any conduit and/or boxes not shown or indicated in the contract documents, but required for the completion of the systems included in this proposal shall be furnished and installed by this proposal contractor.
- g. Any penetrations through walls, floors, ceilings, etc. required for the installation of the systems included in this proposal shall be made by this proposal contractor. All penetrations shall be repaired and fire stopped and/or acoustically sealed as required to bring the wall/floor/ceiling assembly back

to its original state. Provide intumescent wrap at penetrations.

- h. This Proposal Contractor shall furnish and install all wireguards as shown or indicted in the contract documents for items provided/installed by this Proposal Contractor.

22. **FIRE ALARM SYSTEM:**

This Proposal Contractor shall complete the project requirements for all fire alarm systems as indicated within the contract documents. Systems shall be fully functional and receive a certified green tag from the installer, whether new or existing, upon completion. Duct detectors shall be furnished by this proposal contractor, installed by the mechanical contractor, and connected to the fire alarm system by this proposal contractor. This proposal contractor is responsible for design of the complete fire alarm system and submission to the appropriate governmental agency(s) for approval per applicable codes. All fire alarm devices and components required by the governing authority shall be furnished and installed by this proposal contractor whether shown in the contract documents or not.

23. **TEMPORARY PHONE DIALER:**

This Proposal Contractor shall furnish and install a temporary cellular phone dialer to operate the fire alarm notification system until permanent telephone lines are installed and the fire alarm system is permanently connected. Upon permanent connection, the temporary phone dialer shall be removed by this Proposal Contractor and turned over the Construction Manager.

24. **TESTING AND OPERATIONAL INSTRUCTIONS:**

This Proposal includes a requirement for testing and furnishing written certification of the systems installed under this proposal. The Proposal shall include all operational procedures and instructions for the Owner's personnel in the use and maintenance of the Fire Alarm Systems.

25. **CLEANUP:**

This Proposer shall provide clean up of all work areas on a daily basis. This shall include trash removal to an on-site dumpster (furnished by others), dusting, sweeping, moping, vacuuming, etc.

26. **TEXAS ACCESSIBILITY STANDARDS:**

This Proposal Contractor shall, during the duration of the Contractor's contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Furnish documentation such as drawings, design calculations, etc. to all governing authorities for approval and permitting.

27. **QUALITY CONTROL:**

The Proposer, at the Proposer's sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Contractor's work is not in compliance.

28. **CLARIFICATION TO PROPOSAL ITEMS:**

This Proposal Contractor shall include the following items within the proposal:

- a. List of Proposed Materials, Manufacturers and Equipment for each system
- b. Qualifications & Experience Record for each system
- c. Number of Years in Fire Alarm Business
- d. Five (5) References for Similar Projects Completed
- e. Number of Full-Time Certified Installers on Staff (listed by system and manufacturer)
- f. Name of Fire Alarm System Planning Superintendent responsible for design of the Fire Alarm System.
- g. All other items required for submission by the specifications.

29. **CLARIFICATION:**

Provide written documentation of all manufacturers' certifications to Owner with sealed proposal. This shall be part of the consideration for award.

**PROPOSAL EXCLUSION(S):**

- 1. CONDUIT AND STANDARD BACKBOXES TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR
- 2. COMMUNICATIONS SYSTEMS
- 3. VOICE AND DATA CABLING
- 4. SECURITY CAMERA SYSTEM
- 5. ACCESS CONTROL SYSTEM

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

NONE

**PROPOSAL SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**  
 The proposal award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Forty-Five (45) Calendar Days  
 Justice Center: Ninety (90) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 28-B SECURITY SYSTEMS**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
07	078413	PENETRATION FIRESTOPPING
07	079200	JOINT SEALANTS
28	280500	COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
28	280513	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28	280520	CABINETS AND ENCLOSURES FOR ELECTRONIC SAFETY AND SECURITY
28	280526	GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY
28	280528	PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
28	280528.29	HANGERS AND SUPPORTS FOR ELECTRONIC SAFETY AND SECURITY SYSTEMS
28	280543	UNDERGROUND PATHWAYS AND STRUCTURES FOR ELECTRONIC SAFETY AND SECURITY
28	280544	SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS AND CABLING
28	281300	ACCESS CONTROL FOR ELECTRONIC SAFETY AND SECURITY
28	282300	VIDEO SURVEILLANCE FOR ELECTRONIC SAFETY AND SECURITY
28	284619	PLC ELECTRONIC DETENTION MONITORING AND CONTROL SYSTEMS
28	285123	INTERCOMMUNICATIONS FOR ELECTRONIC SAFETY AND SECURITY
<b>PET ADOPTION CENTER</b>		
07	078400	FIRESTOPPING
07	079200	CAULKING AND SEALING
08	083100	ACCESS DOORS

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal

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- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

2. **SITE VISIT:**

All prospective Proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:****PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	9/1/21
Justice Center:	12/1/21

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

**Kaufman County Justice Center/Pet Adoption Center**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package/proposal.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.



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**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package/proposal contractor may be required to perform work on a time and material basis. Therefore, each CSP Package/proposal contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

**20. SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

**21. GENERAL SCOPE:**

The Security Systems Contractor shall be designated as the Vendor referenced in the contract documents. The responsibility includes the complete Security Systems as described in the contract documents. The scope of work listed is not all inclusive but the work is to include all equipment, wiring and appurtenances necessary to make complete and operable systems as noted in the specification sections and shown or indicated on the contract drawings.

- a. The work will require interfacing with the electrical contractor on site who has the responsibility for rough in of conduit and back boxes. All special back boxes required for the installation of these systems shall be provided by this proposal contractor and installed by the electrical contractor.
- b. This Proposal Contractor shall include the furnishing and installation of all cable supports, J hooks, racks, trays, etc. required for the installation of the systems provided under this proposal.
- c. All cabling, devices, control panels, keypads, card readers, cameras, communicators, annunciators, audible and visual alarm signals, door switches, intercoms, duress buttons, call buttons, modules, relays, equipment racks, media players/recorders, touch screens/work stations, amplifiers, processors, head end equipment, power supplies, receptacles, pedestals, stanchions, accessories, system interfaces etc. shall be furnished and installed by this proposal contractor.
- d. All connections and punch downs shall be performed by this proposal contractor.
- e. Surge protection and UPS for systems installed under this proposal shall be furnished and installed by this proposal contractor.
- f. The design drawings may indicate rough in of conduit or boxes that will support the work in this RFP. The Proposer shall review the design drawings and determine the additional work that may be required to install the system. Any conduit and/or boxes not shown or indicated in the contract documents, but required for the completion of the systems included in this proposal shall be furnished and installed by this proposal contractor.
- g. Any penetrations through walls, floors, ceilings, etc. required for the installation of the systems

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included in this proposal shall be made by this proposal contractor. All penetrations shall be repaired and fire stopped and/or acoustically sealed as required to bring the wall/floor/ceiling assembly back to its original state. Provide intumescent wrap at penetrations.

- h. This Proposal Contractor shall furnish and install all wireguards as shown or indicated in the contract documents for items provided/installed by this Proposal Contractor.
- i. Demolish, remove and relocate security devices as indicated. Provide temporary security devices as required.

22. **TESTING AND OPERATIONAL INSTRUCTIONS:**

This Proposal includes a requirement for testing and furnishing written certification of the systems installed under this proposal. The Proposal shall include all operational procedures and instructions for the Owner's personnel in the use and maintenance of the Voice and Data Systems.

23. **CLEANUP:**

This Proposer shall provide clean up of all work areas on a daily basis. This shall include trash removal to an on-site dumpster (furnished by others), dusting, sweeping, moping, vacuuming, etc.

24. **TEXAS ACCESSIBILITY STANDARDS:**

This Proposal Contractor shall, during the duration of the Contractor's contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Furnish documentation such as drawings, design calculations, etc. to all governing authorities for approval and permitting.

25. **QUALITY CONTROL:**

The Proposer, at the Proposer's sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Contractor's work is not in compliance.

26. **CLARIFICATION TO PROPOSAL ITEMS:**

This Proposal Contractor shall include the following items within the proposal:

- a) List of Proposed Materials, Manufacturers and Equipment for each system
- b) Qualifications & Experience Record for each system
- c) Number of Years in Security System Business
- d) Five (5) References for Similar Projects Completed
- e) Number of Full-Time Certified Installers on Staff (listed by system and manufacturer)
- f) All other items required for submission by the specifications.

27. **AS BUILT AND O&M DOCUMENTATION:**

Upon completion of the project, Proposal Contractor is to furnish two (2) sets of reproducible as-built and Operations and Maintenance documents for each system installed to the owner, in both hard copy and electronic format, showing the location of the materials installed, location of any items which may require maintenance over time, and documentation of right of ways.

28. **CLARIFICATION:**

Provide written documentation of all manufacturers' certifications to Owner with sealed Proposal. This shall be part of the consideration for award.

**PROPOSAL EXCLUSION(S):**

1. **CONDUIT AND STANDARD BACKBOXES TO BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR**
2. **VOICE AND DATA CABLING**
3. **FIRE ALARM, PUBLIC ADDRESS, INTERCOM, CLOCK, TELEVISION DISTRIBUTION SYSTEM**

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

NONE

**PROPOSAL SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**  
 The proposal award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Fourteen (14) Calendar Days  
 Justice Center: Thirty (30) Calendar Days
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION --

**CSP 31-A EXCAVATION**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
31	311000	SITE PREPARATION AND DEMOLITION
31	312200	EARTHWORK
<b>PET ADOPTION CENTER</b>		
31	311000	SITE DEMOLITION AND CLEARING
31	312300	EXCAVATION AND FILL

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR’S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

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THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

7. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

8. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

9. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

10. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

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**12. SURVEYING AND LAYOUT**

This CSP Package Contractor shall contract with an independent registered surveyor to provide four (4) property corners, three (3) monuments, and three (3) off-set points/benchmarks for the use of all trades for lay-out purposes. Location of building corners shall be provided by each trade based off of the benchmarks provided by the surveyor. After the surveyor has completed the required lay-out, this CSP Package Contractor shall provide a certified site plan in electronic format indicating all lay-out information to the Construction Manager. This information will be furnished to other trades for their use.

**13. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**14. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**15. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor and equipment required to complete ALL Excavation and Site Demolition as indicated in the contract documents. The only items not included are those which are delineated in this CSP Package.

**16. DEWATERING OPERATIONS**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations. Any water accumulated in crawl space prior to the utility contractor's work in the crawl space shall be removed by this CSP Package Contractor.

**17. MOWING:**

This CSP Package Contractor shall mow the entire site before excavation processes begin, if necessary and as directed by the Construction Manager. All stockpiled and distributed topsoil shall be free of vegetation.

**18. UTILITY LOCATE:**

This CSP Package Contractor shall be responsible for contacting the appropriate public utility locate service prior to performing any excavation on the project site. **CALL BEFORE YOU DIG!**

**19. CLEAR & GRUB:**

This CSP Package Contractor shall clear and grub site of all trees, shrubs, stumps, and debris as indicated. Remove and dispose of off-site to approved disposal locations at this CSP Package contractor's expense. This CSP Package contractor is responsible for visiting the site prior to proposing to view the existing conditions.

**20. BUILDING CUT & FILL:**

This CSP Package Contractor shall provide building cut and fill to final elevation as indicated. This portion shall extend a minimum 2'-0" outside of building lines, porch lines and/or grade beam lines adjacent to the building. Furnish and install all fill as needed. Provide slope to drains as indicated. Provide the building pad as indicated. Disposal of all trees, roots, etc. shall be the responsibility of this CSP Package contractor. All disposal methods shall be within governmental regulation. Building cut and fill shall be scheduled in the sequence of building as directed by the Construction Manager.

**21. SITE CUT & FILL:**

This CSP Package Contractor shall provide site cut and fill to +/- 0.1 ft. of finish grade elevations. Establish site to contour and shape as indicated on the grading plan. Upon completion of the excavation and fill operations this CSP Package Contractor shall grade the entire site to breakup and remove earth clods 1" and greater and to leave the site area in a smooth and uniform condition free of ruts, equipment tracking, roots and other debris or spoilage. Stockpile any topsoil on site or close to job site to backfill curbs and sidewalks.

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All stockpiled and distributed topsoil shall be free of vegetation. When possible, this CSP Package Contractor shall leave an area of the site available for the disposal of excess spoils created by other trades and shall regrade this area to final grade as necessary after the deposit of excess spoils.

22. **PAVING AREA CUT & FILL:**

This CSP Package Contractor shall provide cut and fill to +/- 0.10 ft. of paving and walkway subgrade elevation for all paved areas 2-0" behind curb. Blue-top engineering and final line grading of paved areas shall be performed by this CSP Package contractor.

23. **COORDINATION OF UTILITIES & PAVING:**

This CSP Package Contractor shall closely coordinate with the work of the Utility Contractor, the Mechanical Contractor, the Electrical Contractor and the Paving Contractor progressing during the same construction period. Trench excavations performed by the Mechanical Contractor, Electrical Contractor or Utility Contractor shall be backfilled and compacted as the work progresses by that Contractor and left at +/- .5' of final grade for blue topping and final line grading by this CSP Package Contractor. Bluetopping and final line grading shall be performed by this CSP Package Contractor after the completion of underground utilities and may require an additional mobilization, if necessary. This shall be included in this CSP Package Contractor's proposal. Compensation for remobilization for final line grading and bluetopping will not be made at a later date.

24. **EXCESS MATERIALS:**

This CSP Package Contractor shall haul all excess soil materials resulting from the work of this CSP Package off-site and dispose of at this CSP Package Contractor's expense.

25. **STREET AND PARKING AREA CLEANING:**

This CSP Package Contractor shall be responsible for maintaining the streets and parking areas accessing the project free from mud and excess dirt resulting from construction operations. This maintenance shall continue for the duration of this CSP Package contract. Cleaning shall include either hand or mechanical broom sweeping and/or power washing as required and directed by the Construction Manager and will be performed on a daily basis if needed.

26. **EXCAVATION REQUIREMENTS:**

Within 48 hours after the proposals are opened, the apparent low proposer for this CSP Package shall provide the Construction Manager a list of all equipment to be utilized to complete this project. This item may be considered in the determination of the successful proposer for this scope of work.

27. **OPERATORS:**

Operators shall be proficient and skilled in operating the required equipment to accomplish the work within minimum time requirements. Excavation shall be scheduled to work 6-10 hour days per week for completion of this work. Work may be required to take place seven (7) days per week at the discretion of the Construction Manager.

28. **FILL MATERIAL:**

This CSP Package Contractor shall be responsible for providing any necessary fill material to meet the excavation requirements of the project if necessary. A site visit is required to view the quantity before the project proposal date.

29. **DUST CONTROL:**

This CSP Package Contractor shall take the necessary precautions for dust control in all excavated areas located on site. This may entail watering, watering stockpiles, seeding, etc.

30. **DEMOLITION OPERATIONS:**

This CSP Package Contractor shall demolish, sawcut, remove, and haul off site **ALL** site items as indicated within the contract documents. This shall include, but is not limited to, the following items:

- a. Concrete and asphalt
- b. Concrete pads
- c. Curb inlets

- d. Fences and gates
- e. Head walls
- f. Landscape, including tree protection during construction process
- g. Rip rap
- h. Sidewalks, curbs, paving, islands
- i. Light pole bases
- j. All other exterior demolition

31. **PERMITS:**

This CSP Package Contractor shall obtain all State and Municipal permits, approvals, etc. prior to any demolition operations. This shall include, but is not limited to permits, inspections, forms, etc., applicable to this scope of work.

32. **CONCRETE/ASPHALT DEMOLITION:**

This CSP Package Contractor shall sawcut, remove and haul off site **ALL** exterior concrete and asphalt as indicated within the contract documents including road tie-ins.

33. **SOIL MODIFICATIONS:**

This CSP Package Contractor shall complete all project requirements of soil preparations as indicated. This shall include, but is not limited to, select fill, water requirements, water/chemical injection requirements, etc.

34. **STABILIZED CONSTRUCTION ENTRANCE:**

This CSP Package Contractor shall furnish and install temporary construction entrances as directed by the Construction Manager. This shall include temporary ramping over existing curbs, if necessary.

35. **TEMPORARY ELECTRICAL POWER:**

Temporary electrical power will not be available on site for use by this CSP Package Contractor during the period of the site excavation operations.

36. **EXISTING GRADE VERIFICATION:**

This CSP Package Contractor shall verify existing grades prior to starting work and report any discrepancies to the Construction Manager immediately. Failure to do so will **not** result in change orders.

37. **FINAL SITE GRADING CLARIFICATIONS:**

Final Site Grading Operations shall be completed as follows:

Near the completion of the project (as directed by the Construction Manager), CSP Package 31-A, Excavation shall be responsible for the following:

- a. Backfill curbs, sidewalks, islands, buildings, and all other items as necessary to bring grade to within +/- 0.1' of final grade as indicated in the contract documents.
- b. Fill tracks, ruts, and holes developed due to construction operations.
- c. Removal of rocks/bricks 1" in diameter and larger, trash, and all other construction debris from the entire project site.
- d. Removal and haul off of temporary staging areas, temporary roads and construction entrances.

Prior to the start of Landscaping, CSP Package 32-B, Landscaping and Irrigation shall be responsible for the following:

- e. Grading, spreading, and distribution of soil to bring grade from +/- 0.1' to final grade level as indicated in the contract documents.
- f. Hand work and raking as necessary.
- g. Re-grading areas disturbed due to construction operations.
- h. Removal of gravel, rocks, bricks, trash and all other construction debris accumulated after the work of CSP 02-A is completed to properly prepare the site to receive landscaping.



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- i. Removal and disposal of erosion control items, after permanent growth has been established (this will include remobilization as necessary).

CSP Package 03-A shall be responsible for the following:

- a. Shape and grade perimeter of the building in a manner to allow the safe installation of scaffolding to 20' outside the building perimeter prior to the commencement of construction operations by others. The extent of the shaping and grading shall be completed to the satisfaction of the Construction Manager.

38. **TEMPORARY STAGING AREA:**

This CSP Package Contractor shall furnish, install and maintain materials for temporary staging area as follows:

- Temporary staging area – 200 ft x 200 ft x 6"
- Stockpile an additional 200 cubic yards of material for maintenance.
- Furnish and install Tensar BX1100 geogrid, or equal, under all temporary staging areas.

Materials for temporary staging area shall meet or exceed ASTM C33-Size 467 Coarse Aggregate specification. If recycled concrete aggregate is used, it shall be free of all metals.

This CSP Package Contractor shall construct temporary staging area in such a manner as is required to prevent standing water and to allow proper drainage to facilitate drying out. This CSP Package Contractor shall remove temporary staging area materials as directed by the Construction Manager and haul off-site. This shall include re-mobilization as required. The value of the temporary staging area and stock pile material shall be shown as separate line items on the schedule of values submitted by this CSP Package Contractor. Include in Justice Center project only.

39. **GRADE VERIFICATIONS:**

Upon completion of the grading to +/- .1' and bluetopping for this project, this CSP Package contractor shall submit a topographical survey to the Construction Manager for review by the civil engineer. This topographical survey shall be performed and stamped by a third party registered surveyor. Any modifications deemed necessary shall be made by this CSP Package contractor at no additional expense. All detention pond grades shall be verified and certified, in writing, after final grading operations are complete and prior to this CSP Package Contractor demobilizing from the project site at the completion of the project.

40. **ADDITIONAL GRADING OPERATIONS:**

This CSP Package Contractor shall include, within the base proposal, an additional 80 crew hours of final grading operations at each project to be directed by the Construction Manager. This is above and beyond all requirements required to complete these CSP Package requirements. This shall include, but is not limited to, two box blades/dozers and a dump truck. If these items are not used a credit will be returned to the Owner.

41. **TRAFFIC CONTROL PLANS:**

During operations that even minutely disturb traffic operations; this CSP Package Contractor shall submit a traffic control plan for review. The plan shall include signage, barricades, rerouting, timeframes, etc. This CSP Package Contractor shall be responsible for thoroughly following this plan as closely as possible.

**CSP PACKAGE EXCLUSION(S)**

- 1. **SITE UTILITIES**
- 2. **STRUCTURAL EXCAVATION AND BACKFILL**
- 3. **LANDSCAPING**
- 4. **LABORATORY TESTING (EXCEPT RE-TESTING)**
- 5. **LIME STABILIZED SUBGRADE**

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

**1. PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

**2. PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021  
KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

**3. POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

**4. CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

**5. CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

**6. SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Fourteen (14) Calendar Days  
Justice Center: Thirty (30) Calendar Days

**7. PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.



**CSP 32-A CONCRETE PAVING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
05	055000.2.12	ABRASIVE METAL NOSINGS
07	079200	JOINT SEALANTS
32	321313	CONCRETE PAVING
32	321400	UNIT PAVING
32	321723	PAVEMENT MARKINGS
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.O	BOLLARD CAPS
10	100000.2.01.P	STAIR NOSINGS
32	321313	PORTLAND CEMENT CONCRETE PAVING AND CURBS
32	321713	CONCRETE WHEEL STOPS
32	321723	PAVEMENT MARKINGS

**GENERAL SCOPE PROVISIONS:**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference *Section 01 80 00 – General Clarifications To All Proposers*. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO**

LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

#### JUSTICE CENTER

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 4/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

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**11. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense. This CSP Package Contractor shall receive paving areas graded to +/- .4' at trenching areas. This CSP Package Contractor shall perform the necessary grading at these areas to bring grades back to bluetop condition.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in affect for the duration of the project.

**15. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

**16. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**17. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

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**19. AS BUILT DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.

**20. GENERAL CONCRETE SCOPE CLARIFICATIONS:**

This CSP Package Contractor shall complete the project requirements for all exterior concrete as shown or indicated in the contract documents, unless otherwise stated here-in. All structural and misc. concrete located within the building foot prints and canopy footings shall be by others.

**21. DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

**22. REINFORCED CONCRETE PAVING, SIDEWALKS, AND MISCELLANEOUS CONCRETE:**

This CSP Package Contractor shall provide all of the requirements to furnish and install the reinforced concrete paving, sidewalks and miscellaneous concrete shown or indicated in the construction documents including, but not limited to, the following:

- a. Adjacent and barrier free ramps
- b. Backfill curb 5'-0" beyond back of curb and edge of pavement. Backfill all open islands and pavement leave-outs as indicated.
- c. Bollard caps
- d. Furnish, place and finish all concrete sidewalks, including excavation, select fill, moisture conditioning and subgrade preparation for all sidewalks.
- e. Compacted aggregate subbase at sidewalks, flatwork and pavers
- f. Edge forms as required
- g. Fine grading of subgrade by motor patrol or hand, as required
- h. Furnish and install dowels into existing sidewalks, curbs, paving, etc.
- i. Furnish, place and finish concrete paving with integral curbs, pilot channels and flumes as indicated
- j. Island and radius layout
- k. Install construction joints and expansion joints with dowels and expansion joint filler including removable strip for sealant
- l. Patch and repair adjacent streets and curb/gutters at all locations where damage by demolition occurs
- m. Reinforcing steel supported with appropriate chair or bolster supports
- n. Saw cut pavement control joints as required
- o. Dumpster Pads, grade beams, and piers
- p. Piers for site lighting, including grouting
- q. Ramps, stairs, cheek walls, and landings
- r. Screen wall footings and piers
- s. Speed tables
- t. Monument sign foundations, directional sign foundations
- u. Street headers

## GALLAGHER

- v. Silva cell system (including excavation, backfill, geogrid, aggregate subbase, geotextile fabric, cable ties, pins, concrete base and edge, etc.)
  - w. Roll over curbs
  - x. Exposed aggregate concrete
  - y. Sand blasting
  - z. Stamped concrete, interlocking stones, pavers, etc. (including sand setting beds, joint filler, waterproofing, dowels, stakes, paving restraints)
  - aa. Steel forms, if required by the governing authority having jurisdiction over the project
  - bb. Reinforced true grid pavers (including concrete edges, base mix, geogrid/geotech fabric, flexbase, pavers, etc.)
  - cc. Concrete retaining walls
23. **TRANSFORMER, METER AND SWITCHGEAR PADS (PET ADOPTION CENTER ONLY):**
- This CSP Package Contractor shall furnish and install all transformer, meter and switchgear pads of sizes as indicated within the contract documents. If the size is not indicated, assume all pads are 10'x10'x8" (#5's @ 12" o.c.e.w., t&b) for proposing purposes. If the electric service provider requires pre-cast pads for transformers, this CSP Package Contractor shall install required piers and the CSP 26-A Contractor shall furnish and install the pre-cast concrete pad(s).
24. **SLEEVES UNDER CONCRETE PAVING:**
- This CSP Package Contractor shall furnish and install a system of empty PVC sleeves for the installation of future electrical, telephone and irrigation systems, etc. under the concrete paving in locations as indicated within the contract documents. A minimum of two (2) 6" PVC sleeves spaced at least 30" apart shall be installed by this CSP Package Contractor to all areas on the project isolated by concrete paving or sidewalks whether shown on the contract documents or not. This CSP Package contractor shall furnish and install approximately 400' of sleeves per project in addition to sleeves required here-in to be installed in locations as directed by the Construction Manager. Sleeves shall be a minimum of 6" PVC and shall have 90 degree elbows on each end with a 4' section of 6" PVC to extend above grade to identify locations during construction. Locations shall be clearly identified on record drawings provided by this CSP Package contractor and shall be identified on the adjacent concrete at either end by inserting a "PVC Sleeve Marker" in the curb. Sleeves shall be installed 24" below paving subgrade.
25. **TRENCHING, COMPACTION AND BACKFILL:**
- All sleeve excavations shall be backfilled in accordance with the North Central Texas Council of Governments (NCTCOG) Standard Specifications Division 6, Section 6.2.10 TRENCH BACKFILL. The work shall be installed that shall furnish the greatest degree of protection for the piping systems as related to the existing soil conditions.
26. **REMOVE EXCESS:**
- This CSP Package Contractor shall remove and dispose of all CSP Package spoils off-site. This CSP Package Contractor shall reshape, grade and leave in a smooth uniform finish all site areas disturbed by the operations of this CSP Package. This CSP Package Contractor shall not utilize the Owners' waste container to dispose of concrete, steel or earth spoils. Excavate a wash out area for ready mix trucks (not to be located next to a drain ditch or drainage structure). Do not allow runoff to occur from this trench. Concrete spoilage from washout of ready mix trucks shall be limited to this designated area selected by the Construction Manager and per the Storm Water Pollution Prevention Plan. All concrete spoils and excess reinforcing materials shall be loaded and removed from the site at project completion by this CSP Package Contractor.
27. **COORDINATION OF EXCAVATION & UTILITIES:**
- Work of this CSP Package Contractor shall be closely coordinated with work of the Excavation Contractor and the Utility Contractor progressing during the same construction period.
28. **ROADWAY APPROACHES:**
- This CSP Package Contractor shall provide the saw cutting, removal and excavation as required to provide for the driveway approaches as required for the connections to existing streets. Furnish and install all barricades,

roadway caution signage and signal persons as required. Provide asphalt tie-ins as necessary.

29. **RE-TESTING:**

Testing of in-place materials installed by this CSP Package Contractor will be provided by others. This CSP Package Contractor shall be responsible for the cost of any re-testing of materials which fail to conform to the requirements of the contract documents as determined by the Testing agency engaged by the Owner.

30. **STREET AND PARKING AREA CLEANING:**

This CSP Package Contractor shall be responsible for maintaining the streets and parking areas accessing the project free from mud and excess dirt resulting from construction paving or paving excavation operations. This maintenance shall continue for the duration of this CSP Package contract. Cleaning shall include either hand or mechanical broom sweeping and/or washing as required and directed by the Construction Manager and will be performed on a daily basis if needed.

31. **TEMPORARY ELECTRICAL POWER:**

Temporary electrical power will not be available on site for use by this CSP Package Contractor during the period of the site concrete paving operations.

32. **LIME STABILIZATION:**

This CSP Package Contractor shall provide the necessary labor, equipment and material necessary to fulfill all project requirements of lime stabilization and sub-grade preparation as indicated in the contract documents. Lime shall extend a minimum of 2' beyond the edge of paving, or the dimension stated in the contract documents, whichever is greater. Tickets from each truck shall be provided to the Construction Manager to verify lime weights. Samples shall be taken at each truck of lime and shall be tested at the discretion of the Construction Manager.

33. **TEMPORARY SIDEWALKS:**

Install 2,000 s.f. of temporary sidewalks per project as directed by the Construction Manager. Remove and haul off at the completion of the project.

34. **SITE SEALANT:**

This CSP Package Contractor shall furnish labor, materials and services as required to perform the project requirements of exterior site sealant preparation and installation as required by the contract documents. Preparation for all site sealant installation will require broom or mechanical sweeping and/or sand or water blasting to remove all foreign materials prior to installation of the site sealant material. This CSP Package Contractor shall remove the "zip strip" portion of the expansion joint materials used in the concrete paving. This scope of work shall include, but is not limited to, the following:

- a. Sealing expansion and control joints of all concrete pavement areas
- b. Sidewalk expansion joints
- c. Joint of abutment of concrete sidewalks or paving to building materials
- d. Remove, clean and prepare all joints before installing sealant. This includes removal and disposal of "zip strips"
- e. All sealants shall be approved by both the Engineer of Record and the Governing Authority.

35. **CLEANING PREPARATIONS:**

Immediately prior to commencing with the pavement markings, this CSP Package Contractor shall provide for the mechanical vacuum/sweeping and/or power washing of the entire concrete drive and parking areas for the project to a state ready to receive pavement markings. Determination of the need for power washing shall be made by the Construction Manager.

36. **PAVEMENT MARKINGS:**

This CSP Package Contractor shall provide painted pavement markings as specified and indicated on the contract documents for the following requirements:

- a. Arrows



- b. Barrier Free Curb Ramps
  - c. Crosswalks
  - d. Fire Lane Identification
  - e. Handicap Logos
  - f. Parking Stripes
  - g. Stop bars
  - h. Special Pavement Markings
37. **REFLECTIVE PAVEMENT MARKERS:**  
This CSP Package Contractor shall furnish and install reflective pavement markers to identify the on-site fire hydrants.
38. **PARKING BUMPERS AND WHEELSTOPS:**  
This CSP Package Contractor shall furnish and install parking bumpers and wheelstops as shown or indicated within the contract documents.
39. **BARRIER FREE RAMPS:**  
This CSP Package Contractor shall paint all barrier free ramps within the contract documents (whether indicated or not). The color will be custom order. Also, install textures, domes, etc. if shown or indicated, or as required by the local governing authority.
40. **PARKING AND TRAFFIC SIGNAGE:**  
This CSP Package Contractor shall furnish and install all parking and traffic signage as shown or indicated within the contract documents.
41. **MIX DESIGNS:**  
This CSP Package Contractor shall submit at least two (2) ready mix suppliers mix designs for the Engineer's approval.
42. **MARQUEE SIGN FOUNDATION:**  
This CSP Package Contractor shall include, within the base proposal, labor and materials required for the installation of the building marquee sign foundation.
43. **MATERIALS FURNISHED BY OTHERS/INSTALLED BY THIS CSP PACKAGE CONTRACTOR**  
This CSP Package Contractor shall include the installation of certain materials as identified here-in to be furnished by others. This CSP Package Contractor shall include in this proposal all labor, materials, equipment and services as required to receive, inventory, unload, store and protect on-site, distribute to installation location and install, in accordance with the contract documents, the project requirements of the following materials furnished by others:
- a. Bollards and Guard Posts (Provide stainless steel dowels where indicated)
  - b. Flag Pole sleeves
  - c. Anchor bolts (for site lighting)
44. **TRAFFIC CONTROL PLANS:**  
During operations that even minutely disturb traffic operations; this CSP Package Contractor shall submit a traffic control plan for review. The plan shall include signage, barricades, rerouting, timeframes, etc. This CSP Package Contractor shall be responsible for thoroughly following this plan as closely as possible.
45. **TEMPORARY BARRICADES:**  
This CSP Package Contractor shall be responsible for providing temporary barricades and flagmen as necessary to control traffic when making tie-ins to adjacent streets, sidewalks, etc.

**CSP PACKAGE EXCLUSION(S)**

- 1. **GENERAL EXCAVATION**
- 2. **LABORATORY TESTING (EXCEPT RE-TESTING)**
- 3. **LANDSCAPING**
- 4. **SITE UTILITIES**
- 5. **EXTERIOR DIRECTIONAL POST AND PANEL SIGNAGE**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
- 4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**  
 The CSP Package award shall take place Tuesday, February 23, 2021.
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before the following calendar days from the Notice to Proceed for the Installation of the Work:  
 Pet Adoption Center: Thirty (30) Calendar Days  
 Justice Center: Forty-Five (45) Calendar Days
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

**--- END OF SECTION ---**

**CSP 32-B LANDSCAPE AND IRRIGATION  
KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
12	129300.2.2	BENCHES
12	129300.2.3	TRASH RECEPTACLES
32	323223	SEGMENTAL STACKED STONE
32	328400	PLANTING IRRIGATION
32	329200	TURF AND GRASSES
32	329300	PLANTS
<b>PET ADOPTION CENTER</b>		
32	328400	IRRIGATION SYSTEM
32	329000	LANDSCAPE PLANTING

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security
  
2. **SITE VISIT:**  
 All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.
  
3. **PROJECT SCHEDULE:**  
**PET ADOPTION CENTER**  
**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE**

**REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**4. PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

**5. PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

**6. DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

**7. ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

**8. RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

**9. PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

**10. GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

**11. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

12. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

13. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

14. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

15. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

16. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

17. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

18. **GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall provide all of the necessary materials, labor and equipment required to complete ALL Landscaping and Irrigation operations as shown or indicated in the contract documents. The only items not included are those which are delineated in this CSP Package.

19. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

20. **FINAL SITE GRADING CLARIFICATIONS:**

Final Site Grading Operations shall be completed as follows:

Near the completion of the project (as directed by the Construction Manager), CSP Package 31-A, Excavation

shall be responsible for the following:

- a. Backfill curbs, sidewalks, islands, buildings, and all other items as necessary to bring grade to within +/- 0.1' of final grade as indicated in the contract documents.
- b. Fill tracks, ruts, and holes developed due to construction operations.
- c. Removal of rocks/bricks 1" in diameter and larger, trash, and all other construction debris from the entire project site.
- d. Removal and haul off of temporary staging areas, temporary roads and construction entrances.

Prior to the start of Landscaping, CSP Package 32-B, Landscaping and Irrigation shall be responsible for the following:

- e. Grading, spreading, and distribution of soil to bring grade from +/- 0.1' to final grade level as indicated in the contract documents.
- f. Hand work and raking as necessary.
- g. Re-grading areas disturbed due to construction operations.
- h. Removal of gravel, rocks, bricks, trash and all other construction debris accumulated after the work of CSP 31-A is completed to properly prepare the site to receive landscaping.
- i. Removal and disposal of erosion control items, after permanent growth has been established (this will include remobilization as necessary).

21. **TRENCH EXCAVATION:**

This CSP Package Contractor shall backfill all irrigation trenching in accordance with the contract requirements. Provide additional topsoil, leveling and grading as required to restore any settlement resulting from unsatisfactory compacting of trench excavations. If trenches settle any time within the warranty period, this CSP Package contractor shall be responsible for providing additional material, re-compacting, and re-sodding as necessary.

22. **IRRIGATION SYSTEM:**

This CSP Package Contractor shall furnish and install all main and lateral line piping, automatic controllers, electric valves, quick couplers, thrust blocks, backflow preventer assemblies, detector checks, boxes, head installation and electric wiring to designated power source for complete and operable irrigation systems in accordance with the contract documents. This CSP Package contractor shall be responsible for evaluating the specified system and ensuring that it will properly function prior to proposing on the project. Any discrepancies must be brought to the attention of the construction manager prior to proposing. This CSP Package contractor shall be responsible for providing borings, wall penetrations, electrical connections, etc. as required for the installation of the irrigation systems.

23. **WIRING:**

Wire splicing is not encouraged and shall be kept to a minimum. Any and all splices shall be waterproofed. Location of splices shall be shown on as-built drawings.

24. **TEMPORARY IRRIGATION:**

This CSP Package Contractor shall furnish and install all temporary irrigation as shown or indicated in the contract documents and shall provide all maintenance for the temporary irrigation until removal is approved by the Landscape Architect. This CSP Package Contractor shall remove and dispose of all temporary irrigation upon approval of the Landscape Architect.

25. **RE-VEGETATION OF DISTURBED AREAS:**

This CSP Package Contractor shall provide re-vegetation of all areas disturbed by construction at each area including, but not limited to topsoil placement and grading (including import of topsoil as necessary), sodding, establishment of permanent vegetation prior to the removal of erosion control items, etc. For proposal purposes, assume 1 acre of disturbed area at each project.

26. **SOIL:**

This CSP Package Contractor shall furnish and install all topsoil, planting soil, planting mix, composted soil,

soil amendments, etc. as shown or indicated in the contract documents.

27. **HYDROMULCH:**

This CSP Package Contractor shall furnish and install hydro-mulch at areas indicated within the contract documents.

28. **SODDING, ORNAMENTAL GRASS, AND GROUND COVER:**

This CSP Package Contractor shall furnish and install sod, ornamental grass, and groundcover at areas indicated within the contract documents. This shall include all soil preparation, rolling, and all other items necessary to provide a complete system according to the contract documents.

29. **FERTILIZING OPERATIONS:**

This CSP Package Contractor shall complete all fertilizing operations as specified within contract documents.

30. **PLANTS, TREES, SHRUBS, VEGETATION AND ACCESSORIES:**

This CSP Package Contractor shall furnish and install all plants, shrubs, trees, vegetation, etc. as shown or indicated in the contract documents. This shall include, but is not limited to, all planting beds, mulching, tappers, weed barriers, bark, plant pits, tilling operations, soil preparations, guying and staking, tree tagging, water saucers, metal edging, ground cover, root barriers, etc. All items to be installed shall be subject to approval of the owners Representative prior to the commencement of planting operations. Transplanting of trees as indicated in the contract documents is included in this scope of work.

31. **LANDSCAPE EDGING:**

This CSP Package Contractor shall furnish and install all landscape edging as indicated within the contract documents.

32. **INSPECTION REQUIREMENTS:**

This CSP Package Contractor shall be responsible for all inspection requirements relating to the landscaping and irrigation as shown or indicated in the contract documents. This shall include submitting requests for inspection to the Owner and Landscape Architect within the time frames shown or indicated in the contract documents. If no inspection requirements are indicated in the contract documents, this CSP Package Contractor shall, at a minimum, request an inspection of the project by the Owner and/or Landscape Architect prior to the installation of any sod and/or hydromulch and receive written approval to proceed. Any corrective measures necessary due to the failure to request and schedule required inspections and obtain approval to proceed shall be completed by this CSP Package Contractor at no additional expense to the Owner.

33. **ACCEPTANCE**

This CSP Package Contractor shall note that the Owner, Architect and Construction Manager have the authority to accept or reject any and all items related to this CSP Package at their discretion.

34. **WARRANTY:**

This CSP Package Contractor shall provide a one-year written warranty to the Owner covering all items furnished and installed by this CSP Package Contractor.

35. **MAINTENANCE:**

This CSP Package Contractor shall provide the proper watering, mowing, pruning, weed removal, fertilizing, etc. for the duration of the project. Once substantial completion has been agreed upon, the contractor shall be relieved of all further maintenance.

36. **PLANTING BEDS:**

This CSP Package Contractor shall furnish and install all planting beds as indicated within the contract documents. This shall include the excavation of the areas to receive the beds. Provide decorative gravel and river rock where indicated. Provide planting soil at Silva Cell System (coordinate with CSP 32-A). Provide filter fabric, anchors, weep holes and gravel at light pole bases.

37. **STONE BENCHES:**

This CSP Package Contractor shall furnish and install all stone benches as shown or indicated in the contract documents. This shall include, but is not limited to, benches, compacted aggregate base, waterproofing,

anchor pins, drilling concrete, etc.

**LANDSCAPE ROOF DRAINS:**

This CSP Package Contractor shall furnish and install all landscape roof drains as shown or indicated in the contract documents. This shall include, but is not limited to, planter drains, filter fabric, root barrier, gravel fill, planting soil, etc.

**SITE FURNISHINGS:**

This CSP Package Contractor shall furnish and install all site benches and trash receptacles as shown or indicated in the contract documents.

38. **CLEAN-UP:**

Upon completion of this scope of work, this CSP Package Contractor shall properly sweep, power wash, etc. all paving on the project. Paving shall be left in a state ready to accept pavement markings.

39. **ADDITIONAL TRACTOR HOURS:**

This CSP Package Contractor shall furnish a tractor and operator, for an additional 80 hours per project, to be used at the discretion of the construction manager.

40. **UNIT PRICING:**

In the appropriate location on the proposal form, this CSP Package Contractor shall provide unit pricing for the following item:

- a. Solid Sod Bermuda Grass per square yard
- b. Hydromulch Bermuda Grass per square yard

**CSP PACKAGE EXCLUSION(S)**

1. **METER FEES OR WATER UTILITY COSTS**
2. **ELECTRICAL POWER SERVICE**
3. **IRRIGATION SLEEVES SHOWN ON LANDSCAPE DRAWINGS (INSTALLED BY OTHERS)**

**CSP PACKAGE ALLOWANCE(S)**

This CSP Package Contractor shall include a FIVE THOUSAND DOLLAR (\$5,000.00) allowance, within the base proposal of each project (\$10,000 total) to be used at the discretion of the Construction Manager.

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).



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4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before THIRTY (30) calendar days per project from the Notice to Proceed for the Installation of the Work.

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

GALLAGHER

**CSP 32-C FENCING**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<b><u>DIVISION NO:</u></b>	<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>
<b>JUSTICE CENTER</b>		
32	323119	DECORATIVE METAL FENCES AND GATES
<b>PET ADOPTION CENTER</b>		
10	100000.2.01.K	COYOTE ROLLERS
10	100000.2.01.R	TRAFFIC BARRIER ARM
32	323113	CHAIN LINK FENCE AND GATES
32	323119	DECORATIVE METAL FENCING AND GATES

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers**. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

**THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than the following:

Pet Adoption Center:	11/1/21
Justice Center:	2/1/22

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

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**12. ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

**13. MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

**14. HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

**15. MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

**16. LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

**17. EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

**18. SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

**19. AS BUILT DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built documentation shall be submitted in both a reproducible hard copy and electric format.

**20. GENERAL SCOPE CLARIFICATION:**

This CSP Package Contractor shall furnish and install all types of fencing as shown or indicated within the contract documents. This shall include, but is not limited to, chain link, ornamental, steel, pipe rail and all other types of fencing as indicated.

21. **FENCE COMPONENTS:**

This CSP Package Contractor shall furnish the necessary labor, equipment and material to furnish and install all fencing components including, but not limited to, the following items:

- a. Gates
- b. Gate operators and pads
- c. Fencing
- d. Concrete footings, piers, grade beams, mow strips, gravel maintenance strips, drain sleeves, etc.
- e. Infill at roof transitions
- f. Hardware (latches, railings, etc.)
- g. Barbed Wire/razor wire
- h. Detector loops (including sawcutting)
- i. Attachments to adjacent structures
- j. Security fencing and gates
- k. Slats
- l. Barrier arms
- m. Extension arms
- n. Coyote rollers
- o. Temporary security fencing/gates/operators at existing paving tie-in

22. **CORE DRILLING:**

This CSP Package Contractor shall core drill as necessary to complete this scope of work. **NOTE:** All concrete will be placed prior to the installation of this scope of work.

**CSP PACKAGE EXCLUSION(S)**

- 1. **DEMOLITION AND DISPOSAL OF EXISTING FENCE**
- 2. **DUMPSTER GATES**
- 3. **TEMPORARY CONSTRUCTION FENCING**

**CSP PACKAGE ALLOWANCE(S)**

**NONE**

**CSP PACKAGE ALTERNATE(S)**

**NONE**

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021  
KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

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02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center:

Fourteen (14) Calendar Days

Justice Center:

Thirty (30) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

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CSP 32-E SYNTHETIC TURF

KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER

<u>DIVISION:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>PET ADOPTION CENTER</b>		
32	321500	AGGREGATE SURFACING
32	321813	SYNTHETIC GRASS SURFACING

**GENERAL SCOPE PROVISIONS**

**1. SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**

This Proposal Contractor must reference Section 01 80 00 – General Clarifications To All Proposers. All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this proposal:

- a. General Clarifications
- b. Contract Time
- c. Safety
- d. Project Clean Up
- e. Hazardous Waste Disposal
- f. Volatile Organic Compound
- g. Non Discrimination
- h. Texas Accessibility Standards (TAS)
- i. Permits and Fees
- j. On Site Representative
- k. Project Security

**2. SITE VISIT:**

All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

**3. PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND

**INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.**

4. **PROJECT WORK HOURS:**

All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five (5) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Five (5) day work weeks are considered standard for this portion of the project and six (6) or seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this Proposal Contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 10/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each Proposal Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this Proposal Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All Proposal Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This Proposal Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this proposal. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each Proposal Contractor is responsible for all engineering, surveying, layout, grades, etc. to complete their scope of work. Four property corners and two building corners will be established for each facility. It is the responsibility of each Proposal Contractor to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if Proposal Contractor provides consent of surety,



applicable insurance/bonding and proof of delivery.

2. Furnish an off-site storage area for materials delivered prior to commencement of Proposal Contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal/proposal.

15. **MATERIALS STORED ON-SITE:**

FOR ALL MATERIALS STORED ON-SITE, EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING, TRANSPORTING AND STACKING OF MATERIALS IN LOCATIONS DESIGNATED BY THE CONSTRUCTION MANAGER. EACH CONTRACTOR SHALL MOVE THE STORED MATERIALS TO THE INSTALLATION LOCATIONS AT NO ADDITIONAL COST.

16. **LABOR UNIT COSTS:**

During the course of the project, each proposal/Proposal Contractor may be required to perform work on a time and material basis. Therefore, each proposal/Proposal Contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the proposal Form, each Proposer shall provide their Experience Modification Ration (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Proposal Contractor shall submit a detailed schedule of values to the Construction Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this Proposal scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

Upon completion of the project, Proposal Contractor is to furnish two (2) sets of reproducible as-built and operations and maintenance documents for each system installed to the owner, in both hard copy and electronic format, showing the location of the materials installed, location of any items which may require maintenance over time, and documentation of right of ways.

20. **SHOP DRAWING REQUIREMENTS:**

This Proposal Contractor shall submit all shop drawings in both hard copy and CAD format to allow efficient coordination between trades.

21. **SYNTHETIC TURF:**

This is a "turnkey" scope of work for the installation of Synthetic Turf as shown or indicated in the contract documents. This CSP Package Contractor is responsible for all items necessary to complete this scope of work. This shall include, but is not limited to, the following items:

- a. Excavation and grading from Subgrade elevation
- b. Synthetic Turf

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- c. Drainage System, including tie-in to site drainage system
  - d. Crushed stone, filter fabric, sand, etc.
  - e. Trench drains, catch basins
  - f. Import/export of material as necessary to complete this scope of work
  - g. Install pet stations (furnished by others)
  - h. All other items necessary for a complete synthetic turf scope of work
22. **TURF AREA GRADING CLARIFICATION:**  
The CSP 31-A Excavation Contractor shall bring the turf areas to subgrade elevation as indicated within the contract documents. After verifying the grades, the CSP 32-E Contractor will acknowledge acceptance of this area and complete all operations in this area from this point forward.
23. **CLEANUP:**  
This Proposer/Contractor shall provide clean up of all work areas on a daily basis.
24. **TEXAS ACCESSABILITY STANDARDS:**  
The Contractor shall, during the duration of the Contractor's contract, be in strict compliance with all requirements and regulations of the Texas Accessibility Standards. Furnish documentation such as drawings, design calculations, etc. to all governing authorities for approval and permitting.
25. **QUALITY CONTROL:**  
Contractor, at the Contractor's sole expense, shall be responsible for correcting all non-compliant work at any time, during construction or after substantial completion, when notified by Owner that Contractor's work is not in compliance.
26. **PROPOSAL ITEMS:**  
This Proposer shall include the following items within the proposal:
- a. Material delivery time
  - b. Installation time
  - c. Pricing
  - d. Alternate Pricing
  - e. Proposed Equipment
27. **LICENSING AND PERMITS:**  
All proposal/contractors shall be licensed by Local and State authorities as required by existing codes. All permits and or approvals required by these authorities is part of this scope of work.
28. **DEWATERING OPERATIONS:**  
This proposal contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this proposal contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.
29. **EXCESS SPOILS:**  
This Proposal Contractor shall be responsible for disposing of excess soil materials on-site in a location as directed by the Construction Manager. All excess soil materials left on-site shall be properly spread, leveled and graded to +/- 0.1' by this Proposal Contractor to insure proper drainage of the site.

**PROPOSAL EXCLUSION(S):****NONE**

**PROPOSAL ALLOWANCE(S)**

NONE

**PROPOSAL ALTERNATE(S)**

NONE

**PROPOSAL SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this proposal scope of work are assumed to start as early as possible and as soon as the work of their predecessor(s) allow.

- 1. **PRE PROPOSAL DATE / TIME / LOCATION:**  
 10:00 AM, Thursday, January 21, 2021  
 KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142
  
- 2. **PROPOSAL DATE / TIME / LOCATION:**  
 02:00 PM, Thursday, February 4, 2021  
 KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET
  
- 3. **POST PROPOSAL INTERVIEW:**  
 The post proposal interview shall take place on February 5, 2021 (as applicable).
  
- 4. **PROPOSAL AWARD (SUBJECT TO OWNER APPROVAL):**  
 The proposal award shall take place Tuesday, February 23, 2021.
  
- 5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**  
 The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.
  
- 6. **SUBMITTALS DUE:**  
 Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.
  
- 7. **SUBSTANTIAL COMPLETION:**  
 On or before THIRTY (30) calendar days from the Notice to Proceed for the Installation of the Work.
  
- 8. **PROJECT COMPLETION DATE:**  
 The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

--- END OF SECTION ---

**CSP 33-A SITE UTILITIES**

**KAUFMAN COUNTY JUSTICE CENTER/PET ADOPTION CENTER**

<u>DIVISION NO:</u>	<u>SECTION:</u>	<u>TITLE:</u>
<b>JUSTICE CENTER</b>		
31	312333	TRENCH EXCAVATION
31	312334	TRENCH BACKFILL
31	312335	TRENCH SAFETY SYSTEM
33	331000	WATER UTILITIES
33	333000	SANITARY SEWERAGE UTILITIES
33	334000	STORM DRAINAGE UTILITIES
<b>PET ADOPTION CENTER</b>		
31	312316	CIVIL EXCAVATING, BACKFILLING, AND COMPACTION
31	312333	TRENCHING AND BACKFILLING
31	314100	SHORING AND BRACING
33	331000	WATER UTILITIES
33	333000	SANITARY SEWERAGE UTILITIES
33	334000	STORM DRAINAGE UTILITIES

**GENERAL SCOPE PROVISIONS**

1. **SECTION 01 80 00-GENERAL CLARIFICATION TO ALL PROPOSERS:**  
 This CSP Package Contractor must reference **Section 01 80 00 – General Clarifications To All Proposers.** All of the subjects listed in this section may represent cost, schedule and other contract requirements that are a part of this CSP Package:
  - a. General Clarifications
  - b. Contract Time
  - c. Safety
  - d. Project Clean Up
  - e. Hazardous Waste Disposal
  - f. Volatile Organic Compound
  - g. Non Discrimination
  - h. Texas Accessibility Standards (TAS)
  - i. Permits and Fees
  - j. On Site Representative
  - k. Project Security
2. **SITE VISIT:**

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All prospective proposers must visit the project(s) site(s) to view the existing facilities and conditions prior to submitting a proposal. Failure to visit each site will result in DENIED change order requests.

3. **PROJECT SCHEDULE:**

**PET ADOPTION CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN DECEMBER 31, 2021. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

**JUSTICE CENTER**

THE OWNER REQUIRES ALL WORK RELATED TO THIS PROJECT TO BE TOTALLY COMPLETED NO LATER THAN APRIL 29, 2022. THIS IS THE FINAL COMPLETION FOR THE ENTIRE PROJECT, NOT INDIVIDUAL CONTRACTORS COMPLETION DATE. EACH CONTRACTOR SHALL BE REQUIRED TO COMPLETE THEIR SCOPE OF WORK ALLOWING ADEQUATE TIME FOR SUBSEQUENT CONTRACTORS WORK, FINAL CLEANING AND PUNCH LIST. ALL CONTRACTORS SHALL BE REQUIRED TO WORK EXTENDED DAYS, WEEKENDS, HOLIDAYS, AFTER HOURS, ETC. AND INCREASE MANPOWER AS DEEMED NECESSARY AND AS DIRECTED BY THE CONSTRUCTION MANAGER IN ORDER TO COMPLETE THIS PROJECT ON TIME. THIS SHALL BE INCLUDED IN EACH CONTRACTOR'S BASE PROPOSAL, COMPENSATION FOR THIS WILL NOT BE MADE AT A LATER DATE.

4. **PROJECT WORK HOURS:**

Trades shall work at least the minimum hours of 7:00 AM to 5:30 PM, six (6) days a week on this portion of the project. Extended hours are expected for each trade as necessary, in the opinion of the Construction Manager. Six (6) day work weeks are considered standard for this portion of the project and seven (7) day work weeks will be required, if deemed necessary by the Construction Manager. Four (4) day (or less) work weeks will not be acceptable on this project.

5. **PROJECT SEQUENCING CLARIFICATIONS:**

All areas of the project shall operate concurrently and separate from one another. It is the responsibility of this CSP Package contractor to provide adequate labor, equipment, and material to ensure that each area operates sufficiently without hindering the other areas.

6. **ON SITE STORAGE OF MATERIALS:**

The Owner requires that all materials for the project be delivered to the project site by no later than 4/1/21.

7. **DISJOINTED SCHEDULES CLARIFICATIONS:**

Each CSP Package Contractor shall plan on multiple move-ins, mobilizations, starts, stops, etc. due to the nature of the type of project. This shall be included within the base proposal. Compensation for this item will not be made at a later date.

8. **ACCEPTANCE OF AREA:**

Once this CSP Package Contractor has commenced work in an area, all items previously installed by others in that area will be deemed acceptable. All CSP Package Contractors shall verify other trades' work prior to commencing in each area. Any discrepancies shall be brought to the Construction Manager's attention at once. Failure to verify others' work or notify the Construction Manager of discrepancies will again certify acceptance of all items.

9. **RESOURCE REQUIREMENTS:**

This CSP Package Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements for each project as listed within this CSP Package. This shall include, but is not limited

to, manpower, equipment, materials, supervision and the procurement of materials within the project schedule.

10. **PRECONSTRUCTION REQUIREMENTS:**

Submit all product data identified within the specifications for Architect/Engineer approval including samples where applicable. Provide shop drawings of materials requiring special fabrication or manufacturer.

11. **GENERAL CONTRACTOR CLARIFICATION:**

There is no General Contractor on this project. Any items shown or indicated in the plans to be completed by the General Contractor shall be completed by the CSP Package Contractor per the scope listed in each CSP Package.

12. **ENGINEERING, SURVEYING, AND LAYOUT:**

Each CSP Package Contractor is responsible for all engineering, staking, dimensioning, layout, grades, etc. required to complete their scope of work. Four property corners, three (3) monuments and three (3) benchmarks will be established by others for each project. It is the responsibility of each CSP Package contractor to provide the necessary lay-out from these points as required for the completion of their scope of work (including location of building corners) and to verify proper layout by other trades prior to the commencement of work. Any discrepancies shall be brought to the attention of the Construction Manager at once. Failure to verify the accuracy of other trades may result in modifications of this scope of work at no additional expense.

13. **MATERIAL STORAGE CLARIFICATION:**

All materials for this project shall be delivered at the earliest possible date. The owner may, at its discretion, provide one or more of the following options in order to allow early delivery of materials for this project:

1. Pay for materials stored at an off-site location, if contractor provides consent of surety, applicable insurance/bonding and proof of delivery.
2. Furnish an off-site storage area for materials delivered prior to commencement of contractors scope of work. This off-site storage area will be within 5 miles of the jobsite.
3. Furnish space on-site for the purpose of storing materials.

Any material stored at a location furnished by the owner will be insured by the owner.

All material delivered for storage must be accompanied by a bill of lading.

14. **HOISTING:**

Each Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their CSP Package.

15. **MATERIALS STORED ON-SITE:**

For all materials stored on-site, each Contractor shall be responsible for the unloading, transporting and stacking of materials in locations designated by the Construction Manager. Each Contractor shall move the stored materials to the installation locations at no additional cost.

16. **LABOR UNIT COSTS:**

During the course of the project, each CSP Package contractor may be required to perform work on a time and material basis. Therefore, each CSP Package contractor shall provide, in the appropriate location on the proposal form, hourly rates, both regular time and overtime, for general labor, apprentice/helper, journeyman/mechanic and supervisor/foreman to remain in effect for the duration of the project.

17. **EXPERIENCE MODIFICATION RATIO (EMR):**

In the appropriate location on the Proposal form, each Proposer shall provide their Experience Modification Ratio (EMR) for the most recent completed year.

18. **SCHEDULE OF VALUES CLARIFICATION:**

After contract award, the awarded Contractor shall submit a detailed schedule of values to the Construction

Manager for review and approval. The schedule of values shall be adequately broken down into labor, material and equipment categories for specific work items included in this CSP Package scope of work and shall be broken down by area and by project as directed by the Construction Manager. The schedule of values shall be submitted with the Contract packet and must be provided prior to the first pay application. The Schedule of Values shall include a line item for closeout documents to be a minimum of 2% of the contract amount or an amount mutually agreeable to the contractor and the Construction Manager.

19. **AS BUILT AND O&M DOCUMENTATION:**

This CSP Package Contractor shall furnish as-built and O&M documentation to the Construction Manager for review by the Architect and Engineer and delivery to Owner upon completion of the project. As-built and O&M documentation shall be submitted in both a reproducible hard copy and electric format.

20. **MAINTENANCE BONDS**

This CSP Package Contractor shall provide a maintenance bond to the Owner for the duration required by the Owner for all utility work installed by this CSP Contractor. All required notices relating to the maintenance bond shall be provided by this CSP Package Contractor.

21. **GENERAL SCOPE CLARIFICATION:**

The CSP 33-A Site Utilities Contractor shall furnish and install all sanitary sewer, storm sewer, domestic water lines and fire service water lines as indicated on the civil drawings and the CSP 22-A Plumbing Contractor shall furnish and install all sanitary sewer, storm sewer and domestic water lines as indicated on the Mechanical, Electrical and Plumbing drawings. The Plumbing Contractor shall be responsible for making all tie-in and connections to the lines installed by the CSP 33-A Contractor. This shall include locating and extending to these lines by necessary means. The CSP 33-A Contractor shall furnish and install all exterior backflow preventers and the Plumbing Contractor shall furnish and install all interior backflow preventers. (Refer to downspout boot clarifications for the only exception)

22. **DEWATERING OPERATIONS:**

This CSP Package Contractor shall maintain work area free of ponding water that may accumulate from inclement weather conditions. Contractor shall maintain positive drainage of the area and shall provide efforts to facilitate drying-out by pumping collected water when such condition develops. If water is found, this CSP Package Contractor shall remove the water by pumping, draining, grading, etc. This work shall commence as such conditions become too saturated to perform the normal daily operations.

23. **UTILITY LOCATE:**

This CSP Package Contractor shall be responsible for contacting the appropriate public utility locate service prior to performing any excavation on the project site. **CALL BEFORE YOU DIG!**

24. **STORM DRAINAGE SYSTEMS:**

This CSP Package Contractor shall furnish and install all storm water drainage piping systems including all structures such as curb inlets (including throats), grate inlets, culverts, manholes, perforated pipe, catch basins, area drains, frames, grates, concrete collars, head walls, wing walls, etc. This CSP Package Contractor shall remove all storm sewer piping as shown or indicated in the contract documents. Provide drainage under truegrid paving and Silva Cell Systems as indicated.

Rip-Rap: This CSP Package Contractor shall furnish and install all rip-rap and bedding as indicated within the contract documents.

System Cleaning – This CSP Package Contractor shall be responsible for the flush cleaning and removal of sediment from the storm drainage systems at the final completion of the project or as directed by the Construction Manager.

25. **SANITARY SEWER SYSTEMS:**

- a. This CSP Package Contractor shall provide excavation, trenching, shoring, embedment materials, backfill and compacting as required to furnish and install all sanitary sewer piping systems, including tie-in to existing, as shown or indicated in the contract documents.
- b. This CSP Package Contractor shall furnish and install all manholes and/or other structures necessary to make a complete system.

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- c. This CSP Package Contractor shall provide concrete encasement as required in Parking and Drive areas and in locations crossing storm sewer drainage systems and conduits. Piping shall be installed complete with all required bends, tees, valves and other fittings as required for the installation. Provide tap and connection into existing sanitary sewer manhole in accordance with the requirements of the local municipal authority.
- d. System Cleaning - This CSP Package Contractor shall be responsible for flush cleaning of the sanitary sewer system and all systems prior to Substantial Completion of this CSP Package work.

26. **WATER UTILITIES**

- a. Water Piping – This CSP Package Contractor shall provide excavation, trenching, shoring, embedment materials, concrete thrust blocking, backfill and compacting as required to furnish and install water piping systems as shown or indicated in the contract documents. Piping shall be installed complete with all required tees, valves, bends, sleeves, plugs and other fittings as required for the installation as shown or indicated. Terminate water system as indicated on the drawings 5’ outside the building line. Terminate the fire protection service 1’ A.F.F. This CSP Package Contractor shall include all vaults, detector checks and remote Fire Department connections shown or indicated in the contract documents.
- b. Water System Connections - This CSP Package Contractor shall be responsible for the installation of all water systems including any road boring, paving removal and replacement, and tie-ins or taps to existing water lines shown or indicated on the contract documents.
- c. Meter Vaults - This CSP Package Contractor shall furnish and install the water service and meter vaults as shown and required for the project. Furnish and install the water meters required for the irrigation system, domestic system, fire sprinkler system and all other meters as noted. Provide all valves, backflow protectors, check valves, detectors/check valves, flanged connections and other service accessories as required by municipal requirements.
- d. Fire Hydrants – This CSP Package Contractor shall furnish and install fire hydrants in quantities as indicated on the drawings. The final installation height of the base flange of all fire hydrants shall not extend above the final grade and contour of the site by more than two (2”) inches. This CSP Package Contractor shall provide finish painting of the hydrants of a color as required by the local municipal authority and shall furnish and install all bollards as necessary and/or shown at the fire hydrants.
- e. Backflow Preventers – This CSP Package Contractor shall furnish and install all exterior backflow preventers.
- f. Plumbing, Sprinkler License - Utility contractors shall meet all licensing codes required by the local City Public Works or Inspection department for work performed on site.

27. **TEMPORARY SERVICES**

- a. Temporary Water - This CSP Package Contractor shall provide six (6) temporary connections for project construction water at each project at a location within 100 feet of the building corners at each area. Additionally, this CSP Package Contractor shall extend a 1” temporary water service to the location of the Construction Manager’s project office and project security trailer. All temporary water lines installed on this project shall include backflow prevention devices. Cost of fire hydrant meter charges by the City shall be paid by the Owner.
- b. Temporary Sanitary Sewer - This CSP Package Contractor shall extend a temporary sanitary sewer line from the Construction Manager’s office trailer and project security trailer to the service line installed under this contract. Make tie-ins to trailer as required for this temporary service.

28. **DEMOLITION/RENOVATION REQUIREMENTS:**

This CSP Package Contractor shall complete all demolition requirements necessary to complete this scope of work. This shall include, but is not limited to, the following items:

- a. Demolish, remove, relocate, cut and plug lines as indicated
- b. Filling and recompacting of trenches
- c. Removal or relocation of meters, vaults, etc.



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- 
- d. Remove and replace streets, roads, drives, sidewalks, landscaping, fencing, etc. as necessary to complete this scope of work
  - e. Disposal of all wasted items from the site
  - f. Demo all storm drainage systems, inlets, culverts, manholes and catch basins
  - g. Protect existing utilities
  - h. Adjust drains, cleanouts, etc. to meet new grades, elevations, etc.
29. **EXCESS SPOILS:**
- This CSP Package Contractor shall be responsible for hauling off and disposing of excess soil materials resulting from the work of this CSP Package off-site at this CSP Package Contractors expense.
30. **COORDINATION WITH EXCAVATION & CONCRETE PAVING:**
- Work of this CSP Package Contractor shall be closely coordinated with the work of the Excavation and Concrete Paving Contractor(s) progressing during the same construction period and scheduled for substantial completion generally during the same period. Excess materials resulting from trench excavations shall be removed from the project site by the Utility Contractor and trench excavation shall be left at +/- .1' of final grade to prevent containment of water run-off during periods of inclement weather. Trench excavations performed by this CSP Package Contractor shall be backfilled and compacted as the work progresses by this CSP Package Contractor and shall be left at +/- .1' of final grade.
31. **SITE UTILITY CONSTRUCTION REQUIREMENTS:**
- This CSP Package Contractor shall perform the site utility construction requirements utilizing as a minimum two (2) pipe laying crews, having an excavator, loader and other support equipment as required to support the pipe installation crew. Work throughout the term of this CSP Package shall be scheduled for a minimum of six (6) 10-hour workdays per week until completion of this work. Work may be required to take place seven (7) days per week at the discretion of the Construction Manager.
32. **STREET AND PARKING AREA CLEANING:**
- This CSP Package Contractor shall be responsible for maintaining the streets and parking areas accessing the project free from mud and excess dirt resulting from construction operations. This maintenance shall continue for the duration of this CSP Package contract. Cleaning shall include either hand or mechanical broom sweeping and/or washing as required and directed by the Construction Manager and will be performed on a daily basis if needed.
33. **CONNECTION TO EXISTING UTILITIES:**
- This CSP Package Contractor shall be responsible for making all connections and tie-ins to the existing lines as well as plugging existing lines. This shall include all road borings, saw cutting and demolition, pavement replacement, etc. as necessary. This CSP Package contractor shall be responsible for replacing all paving as necessary after removal for connections.
34. **UTILITY LINES TRENCHING AND BACKFILL:**
- The water, sanitary sewer, and storm drainage system shall be backfilled in accordance with the North Central Texas Council of Governments (NCTCOG) Standard Specifications Division 6, Section 6.2.10 TRENCH BACKFILL. The work shall be installed that shall furnish the greatest degree of protection for the piping systems as related to the existing soil conditions.
35. **EXFILTRATION & TELEVISION TESTS:**
- This CSP Package Contractor shall perform exfiltration and television tests for all piping on the project whether indicated or not. This CSP Package contractor shall also complete any and all tests as required by the governmental authorities at no additional cost to the owner. A disk containing results from these tests shall be provided to the Construction Manager prior to final payment being released.
36. **TEMPORARY ELECTRICAL POWER:**
- Temporary electrical power will not be available on site for use by this CSP Package Contractor during the period of the site utilities operations.
-

**37. FIRE SPRINKLER SYSTEM:**

This CSP Package Contractor shall furnish and install all fire sprinkler line services to vault and extend the line 1' above finished floor. NOTE: If the line is not sized, the same size line that was extended to the vault shall be extended to the building. This work shall be performed with the proper licensing as required by all Governmental Agencies.

**38. SPECIALTY ITEM CLARIFICATION:**

This CSP Package Contractor shall include the following items as indicated within the contract documents or necessary to adequately complete this scope of work:

- a. Button deflectors
- b. All barricades
- c. Cast Iron perforated covers
- d. Manhole covers
- e. Provide stainless steel bolts and nuts at all underground connections (whether specified, or not)

**39. FIRE DEPARTMENT CONNECTION CLARIFICATION:**

All remote (not attached to the building structure) Fire Department connections shall be furnished and installed by the CSP 33-A Contractor, including piping installed to 1' A.F.F. All Fire Department connections attached to the building structure shall be furnished and installed by the CSP 21-A Contractor. All Fire Department connections shall be installed to meet the requirements of the City or other Governmental entity having jurisdiction over the project.

**40. EROSION CONTROL:**

This CSP Package Contractor shall furnish, install and maintain inlet protection erosion control for the inlets installed and/or adjusted by this CSP Package Contractor for the duration of this CSP Package. After the completion of this CSP Package scope of work, erosion control installed by this CSP Package Contractor will be maintained and removed by others.

**41. TRAFFIC CONTROL PLANS:**

During operations that even minutely disturb traffic operations; this CSP Package Contractor shall submit a traffic control plan for review. The plan shall include signage, barricades, rerouting, timeframes, etc. This CSP Package Contractor shall be responsible for thoroughly following this plan as closely as possible.

**42. DOWNSPOUT BOOT CLARIFICATION:**

All downspout boots that tie-in to the storm drainage system below grade shall be furnished, installed and tied-in by the CSP 22-A Plumbing Contractor. All downspout boots that drain at grade shall be furnished and installed by the Roofing Contractor. Downspout nozzles shall be furnished and installed by the Mechanical/Plumbing Contractor.

**43. TEMPORARY BARRICADES:**

This CSP Package Contractor shall be responsible for providing barricades and flagmen as necessary to control traffic when making tie-ins to offsite utilities.

**CSP PACKAGE EXCLUSION(S)**

1. COST OF WATER USAGE CHARGES

**CSP PACKAGE ALLOWANCE(S)**

NONE

**CSP PACKAGE ALTERNATE(S)**

NONE

**CSP PACKAGE SCHEDULE MILESTONES**

This milestone schedule is provided for quick reference to the guidelines required for this project(s). All tasks associated with this CSP Package scope of work are assumed to start as early as possible and as soon as the work of their

predecessor(s) allow.

1. **PRE PROPOSAL DATE / TIME / LOCATION:**

10:00 AM, Thursday, January 21, 2021

KAUFMAN COUNTY, COURTHOUSE - ANNEX, 100 N. Washington Street, Kaufman, TX 75142

2. **PROPOSAL DATE / TIME / LOCATION:**

02:00 PM, Thursday, February 4, 2021

KAUFMAN COUNTY, BID@KAUFMANCOUNTY.NET

3. **POST PROPOSAL INTERVIEW:**

The post proposal interview shall take place on February 5, 2021 (as applicable).

4. **CSP PACKAGE AWARD (SUBJECT TO OWNER APPROVAL):**

The CSP Package award shall take place Tuesday, February 23, 2021.

5. **CONTRACT, INSURANCE, PERFORMANCE AND PAYMENT BONDS:**

The Contract, Insurance, Performance and Payment Bonds are due in the Construction Manager's office on or before **FIVE (05)** calendar days from delivery of the contract.

6. **SUBMITTALS DUE:**

Submittals are due to the Construction Manager's office on or before Wednesday, March 31, 2021.

7. **SUBSTANTIAL COMPLETION:**

On or before the following calendar days from the Notice to Proceed for the Installation of the Work:

Pet Adoption Center: Twenty-One (21) Calendar Days

Justice Center: Forty-Five (45) Calendar Days

8. **PROJECT COMPLETION DATE:**

The Owner requires the project to be complete and ready for occupancy by no later than December 31, 2021 for the Pet Adoption Center and April 29, 2022 for the Justice Center.

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--- END OF SECTION ---