

INVITATION TO BID

Informal Construction Bid
(Bids Under \$50,000.00)

Issue Date: 5/11/2016

Neighborhood Improvements Program (NIP) Round II – Tom Lea Upper Park Improvements

Solicitation No. IFB 2016-927

PRE-BID CONFERENCE FOR THIS PROJECT IS ON: **May 24, 2016, 10:00 a.m.**

LOCATION: **6701 Convair Road, EPIA Board Room**

*****Proposals must be received BEFORE 2:00 P.M. Thursday, May 26, 2016*****

Electronic bid packets are available for downloading at: <http://www.elpasotexas.gov/purchasing/ep-invitations.asp>

IMPORTANT NOTICE

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING & STRATEGIC SOURCING DEPARTMENT WEBSITE:

<http://www.elpasotexas.gov/purchasing/ep-invitations.asp>

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

*******NOTICE TO CONTRACTORS*******

Payment and Performance Bonds for the Amount of Bid are REQUIRED at time of Award, if Bid equals or exceeds \$25,000.00

Cone of Silence: Please note requirements of the City's "Cone of Silence" Policy found in Notices and Instruction to Bidders, item number 10. The Cone of Silence Policy prohibits any communication except as provided in the Policy. The Cone of Silence begins on the day the bid is advertised and terminates on the day that a recommendation of contract award is issued by the Purchasing and Strategic Sourcing Department.

You may address **procurement questions** to the **Procurement Analyst, Claudia Garcia** in writing at **garciaca2@elpasotexas.gov**. **Any other communications, oral or in writing, with any person are strictly prohibited.**

INFORMAL SOLICITATION - CONSTRUCTION
ISSUED BY
THE CITY OF EL PASO
PURCHASING AND STRATEGIC SOURCING DEPARTMENT

SOLICITATION No.: **IFB 2016-927**

DATE ISSUED: **May 11, 2016**

TITLE: **NEIGHBORHOOD IMPROVEMENTS PROGRAM (NIP) ROUND II – TOM LEA UPPER PARK IMPROVEMENTS**

An original signed OFFER to furnish construction services set forth in the SCHEDULE will be received at the place indicated below, before:

2:00P.M., LOCAL TIME, Thursday, May 26, 2016

NOTICE When used in informal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
CITY OF EL PASO, PURCHASING & STRATEGIC SOURCING DEPARTMENT

MAIL, HAND DELIVER TO:

Purchasing & Strategic Sourcing Department
c/o City 1, 300 N. Campbell, 1st Floor-Purchasing and Strategic Sourcing Department
El Paso, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
Claudia Garcia

Telephone: [915] 212-1218

Garcia2@elpasotexas.gov

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within **SIXTY [60] consecutive calendar days** from the date set for the receipt of offers.

OFFER SUBMITTED BY

COMPANY NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT A SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: Award of this Contract resulting from this Solicitation will be made by an authorized written Notice to Award, which may be in the form of a Letter Notice of Award or a Purchase Order issued by the City of El Paso.

NOTICES AND INSTRUCTIONS TO BIDDERS

1. Bids will be received by the City of El Paso before **2:00 P.M.**, local time, **Thursday, May 26, 2016**. All bids must be received prior to this time, at the City of El Paso, Purchasing and Strategic Sourcing Department, 300 N. Campbell, El Paso, Texas, 79901 to the attention of CLAUDIA GARCIA.
2. Bidder accepts all responsibility for forwarding his bid to address stated above within the specified time or will be considered non-responsive.
3. **Bidder must return Solicitation cover sheet and “Informal Bid Form” with his Offer.**
4. The specifications listed are to be interpreted as meaning the minimum required by the City.
5. The City reserves the right to accept or reject any or all bids, to waive all technicalities, and to accept the bid or bids that are determined to be the most favorable to the City.
6. **EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ALL BLANK SPACES FOR BID PRICES MUST BE FILLED IN, IN INK OR TYPEWRITTEN.** Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail. Bids with blank spaces for bid prices will be considered non-responsive and bid will not be considered.
7. Any manufacturer's names, trade names, brand names, or catalog numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality.
8. For bid purposes, prices must exclude all Federal, State, and City taxes. The City of El Paso is a tax exempt entity.
9. **3.45.030- Procedures for Granting Local Preference in Purchasing and Contracting for Certain Construction Projects, Real and Personal Property, and Services.**
 - (A) Construction contracts in an amount less than \$100,000.

In purchasing *construction services*, if the City receives a bid from a bidder that is a Tier 1 local business and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a local business or a bid from a bidder that is a Tier 2 local business and whose bid is within two and a half percent (2.5%) of the lowest bid received by the City from a bidder who is not a local business the City may enter into a contract with a value of less than \$100,000.00 with:

 - (1) the lowest bidder; or
 - (2) the bidder that is a Tier 1 or Tier 2 local business as defined herein, provided the governing body of the City determines, in writing, that awarding to the local bidder offers the City the best combination of contract price and economic development opportunities.

In case of a tie, the successful bid shall be determined by lot, unless one of the firms is in the taxing district of the City of El Paso. The firm in the taxing district of the City of El Paso will prevail.

10. PROTEST/DISPUTE PROCEDURE

Only a bidder who has actually submitted a bid response/proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

The bidder must write a letter to the Purchasing Manager using the phrase "Bid Protest" to the address listed above. Protest may be sent electronically or by certified or registered mail or delivered in person.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Bidder alleges has been violated and the provisions entitling the Protesting Bidder to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Bidder alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered in making a recommendation to Council.

For further information concerning the City's terms and conditions please visit the City of El Paso website at www.elpasotexas.gov. The terms and conditions included in any Purchase Order issued by the City of El Paso apply to all purchases, for goods or services, made pursuant to it. In the event of an inconsistency between the contractor's terms and conditions, the City of El Paso's terms and conditions shall take precedence.

Contractor or Subcontractor performing the work shall have the required specifications. A Contractor can meet bid solicitation requirements through a subcontractor.

11. Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

12. WAGE THEFT

The City of El Paso Code – Chapter 346

346.010 Definition

1. **Wage Theft Adjudication** occurs when:
 - Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
 - Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
 - A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
 - The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
 - Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or
 - Court of competent jurisdiction finds that an employer engaged in wage theft.
2. **Employee** and **employer** have the meanings by Texas Labor Code, Section 61.001.
3. **Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.
4. **Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.
5. **Wage Theft Complaint** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 WAGE THEFT COORDINATOR

- A. **Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.
- B. **Duties.** The Wage Theft Coordinator shall:
 1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a “complaint basis” and populated with information provided by third parties. The Wage Theft

Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.
5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

Section 3.46.030 WAGE THEFT ADJUDICATION DATABASE

A. Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;
2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

B. Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer's most

recent Wage Theft Adjudication.

Section 3.46.040 WAGE THEFT COMPLAINTS PROCEDURE

- A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.
- B. City Contracts.**
 - 1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.
 - 2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.
 - 3. **Texas Workforce Commission.**
 - 1. If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission (“Commission”).
 - 2. The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Section 3.46.050 RETALIATION PROHIBITED

- 2. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.
- 3. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. SANCTIONS AND PENALTIES- CITY CONTRACTS

i. Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

ii. New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or Statement of Qualifications for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

Neighborhood Improvements Program (NIP) Round II – Tom Lea Park Improvements

INFORMAL BID No. IFB 2016-927

SCOPE OF WORK

The work under this contract shall be for furnishing all labor, materials, equipment, transportation, traffic control, permits, incidentals and services for the construction and installation of 4 backless benches in a grassy area of the park and add additional shrubs to existing landscaped areas within available fund. The work described above and shown in the contract documents and specifications shall be provided under one contract.

INFORMAL BID FORM

BIDS MUST NOT EXCEED \$50,000.00

THIS FORM MUST BE SIGNED AND TURNED IN WITH YOUR OFFER.

The City of El Paso, is soliciting bids for **2016-927 Neighborhood Improvements Program (NIP) Round II – Tom Lea Park Improvements**

A site visit will be held as follows:

Location: 6701 Convair Road, EPIA Board Room

Date: May 24, 2016

Time: 10:00 am

Unit Price Schedule - Base Bid:

Item No.	Estimated Quantity	Unit	Brief Description of Item	DO NOT LEAVE BLANK Unit Price	DO NOT ROUND Total Amount (Quantity X Unit Price)
1	90	SF	REMOVE TURF	\$ _____	\$ _____
2	2	EA	STRAIGHT BENCH AND FOOTER	\$ _____	\$ _____
3	2	EA	CURVED BENCH	\$ _____	\$ _____
4	1	LS	IRRIGATION - MODIFICATIONS TO EXISTING	\$ _____	\$ _____

COMPANY NAME: _____

BIDDER'S SIGNATURE: _____ PRINT NAME: _____

Item No.	Estimated Quantity	Unit	Brief Description of Item	DO NOT LEAVE BLANK Unit Price	DO NOT ROUND Total Amount (Quantity X Unit Price)
5	174	SF	BRICK PAD - WITH PAVERS, HEADER, SAND	\$ _____	\$ _____
6	86	EA	5 GAL SHRUBS		
7	90	SF	NEW SCREENINGS	\$ _____	\$ _____
8	100	SF	ROCK REPLACEMENT	\$ _____	\$ _____
Sum Total Base Bid (1-8)				\$ _____	
Mobilization (not to exceed 5% of Sum Total Base Bid)				\$ _____	
Sum Total Base Bid Plus Mobilization				\$ _____	

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **forty two (42)** additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall substantially complete the project within **thirty five (35)** CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum of one thousand **three hundred ninety dollars and zero cents (\$390.00)** for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of **three hundred ninety dollars and zero cents (\$390.00)** for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in as provided in the General Conditions, Paragraph 6.

By signing and submitting this offer, Bidder agrees to comply with all terms and conditions of this Solicitation, the attached General Conditions, Supplemental Instructions including the prevailing wage rates, Technical Specifications, and Addenda (if applicable).

Bidder hereby acknowledges the following Amendments to this Solicitation:

Amendment No. 1 _____

Amendment No. 2 _____

Amendment No. 3 _____

No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Purchasing and Strategic Sourcing Department, City of El Paso, 300 N. Campbell, 1st Floor, El Paso, Texas 79901. To be given consideration, the request for interpretation must be received at least **seven (7)** consecutive calendar

COMPANY NAME: _____

BIDDER'S SIGNATURE: _____ PRINT NAME: _____

days prior to the date fixed for the opening of bids. Please check the website, even after submitting a bid to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening. Failure of any Bidder to acknowledge any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.

COMPANY NAME: _____

BIDDER'S SIGNATURE: _____ PRINT NAME: _____
IFB 2016-927 Neighborhood Improvements Program (NIP) Round II – Tom Lea Upper Park Improvements Rev-9/24/2013

**GENERAL CONDITIONS
INFORMAL BID**

**IFB 2016-927 Neighborhood Improvements Program (NIP) Round II – Tom Lea Upper Park
Improvements**

1. CONDITIONS OF WORK AND SITE VISIT

It is recommended that the Contractor visit the site to thoroughly familiarize himself with the various conditions relating to the construction of the project and the project site prior to submission of his bid. Failure to do so will not relieve the Contractor from his obligation to furnish all material and labor necessary to carry out the work required herein.

2. CITIZENSHIP AND PREVAILING WAGES

All workers employed by the Contractor must be U. S. Citizens or lawfully admitted resident aliens.

The Contractor, and any subcontractor under him, shall not pay less than the applicable prevailing wage rates to all laborers, workmen and mechanics employed by them in the execution of this contract. Certified Payroll Reports shall be submitted to the Engineering and Construction Management Department, Contract Compliance Division.

NOTE: Owner shall attach the applicable wage rates to this Solicitation. When both the Federal Hourly Wage Rates and the City of El Paso's Prevailing Wage Rates are attached, and where there are similar wage rate classifications in both the Federal Hourly Wage Rates and the City of El Paso's Prevailing Wage Rates, the higher wage shall be paid.

NOTE: Pursuant to Texas Government Code Chapter 2258, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by him, or by any subcontractor under him.

3. PERFORMANCE OF WORK

The Contractor shall perform all work in a skillful and workmanlike manner. All work shall be done in accordance with the attached Scope of Work, Specifications and Drawings, or the Specifications and Drawings identified on file in the Purchasing and Strategic Sourcing Department. All work performed and all materials furnished shall conform to the lines, grades, cross sections, dimensions, and material requirements including tolerances, shown on the Plans or indicated in the Specifications. In the event the City finds the materials or the finished product in which the materials are used are not in conformance with the Plans and Specifications and have resulted in an unsatisfactory or unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in a manner satisfactory to the City.

4. **SAFETY AND ACCIDENT PREVENTION**

The Contractor shall furnish all appropriate warning signs and barricades whenever necessary to assure the safety and convenience of the general public and residents abutting the construction site.

5. **PROTECTION OF WORK AND PROPERTY**

The Contractor shall at all times safely guard the City's property from injury or loss. The Contractor shall at all times safely guard and protect his own work and that of adjacent property from damage.

If, in the opinion of the City, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work or materials, all such work or materials shall be removed or replaced at the expense of the Contractor.

6. **TIME FOR PERFORMANCE / LIQUIDATED DAMAGES**

Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **forty two (42)** additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall substantially complete the project within **thirty five (35)** CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Contractor agrees to pay, as liquidated damages, the sum of one thousand **three hundred ninety dollars and zero cents (\$390.00)** for each consecutive calendar day after the date of Substantial Completion. Contractor further agrees to pay as liquidated damages the sum of **three hundred ninety dollars and zero cents (\$390.00)** for each consecutive calendar day after the expiration of the Contract Time for Remaining Work. This amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount shall be retained by the City from the payment to the Contractor. Provided, however, that the Contractor shall not be charged with liquidated damages when the City determines that the Contractor is without fault for the delay and the Contractor's reasons for the time extension are acceptable to the City.

7. **CITY ENGINEER AUTHORITY**

The City Engineer, or his designated representative, shall give all orders and directions relative to the execution of the work. The City Engineer, or his designated representative, shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which may arise in relation to said work and the construction thereof.

In case any questions shall arise between the parties hereto relative to the Specifications or Plans, the determination or decision of the City Engineer, or his designated representative, shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

8. **CORRECTION OF WORK**

All work, all materials, whether incorporated in the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to the inspection of the City, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used. Should they fail to meet the City's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified.

9. **WARRANTY OF CONSTRUCTION**

The Contractor warrants to the City that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents.

The Contractor shall warrant all the work and material provided for one (1) year after substantial completion is issued. The Contractor shall provide a written one year warranty letter to the Owner within thirty (30) days of substantial completion.

10. **INDEMNIFICATION**

The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract. The Contractor shall indemnify and hold harmless and defend the City, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property, arising from or relating to any act or omission of the Contractor, his employees, officers, agents, subcontractors and materialmen in the performance of this contract.

11. **CLEAN UP**

The Contractor shall keep his work and storage areas free of accumulations of waste materials, rubbish, trash, and debris. Before final inspection of the work, all waste and surplus materials, trash, rubbish, debris, and equipment shall be removed from the project site, material site, and other areas occupied by him in connection with the work. All areas shall be left in a neat and presentable condition.

12. **INSPECTION**

The authorized representative and agents of the city, state or federal agencies, if applicable, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

13. SURVEY, PERMITS AND UTILITIES

The City will establish only horizontal and vertical control for the construction. The Contractor must furnish all additional stakes for the layout and construction. The Contractor shall obtain all permits necessary for the performance of the work.

The Contractor shall coordinate the construction schedule with all affected utilities and agencies. The Contractor shall have considered in his bid submitted all of the permanent and temporary utility appurtenances in their present or relocated position as shown on the plans and that **no additional compensation** will be allowed for any delays, inconvenience, or damages sustained due to any interference from the said utility appurtenances or the operation of moving them.

14. INSURANCE

The Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

The following insurance requirements apply to all contracts for the construction of public works.

**NOTIFICATION TO CONSTRUCTION CONTRACTORS
INSURANCE REQUIREMENTS**

Contractor shall obtain, provide proof of, and maintain the types and amounts of insurance coverage listed below, for the term of the project. For projects under \$50,000, Contractor may obtain, provide proof of, and maintain a lesser amount for the types of coverage listed below, upon approval by the City’s Risk Manager.

Said insurance shall be with a solvent insurance company authorized to do business in Texas and with an A.M. Best Rating of A-VII or better.

The City of El Paso shall be named as an Additional Insured on all insurance policies except Worker’s Compensation Insurance Coverage, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

1. GENERAL LIABILITY:

Each Occurrence -	\$1,000,000
General Aggregate per Project -	\$2,000,000
Personal & Adv Injury per Occurrence -	\$1,000,000
Products/Completed Operations – Aggregate	\$1,000,000

2. AUTOMOBILE:

Combined Single Limit (CSL) \$1,000,000

Any person using a personal auto for business shall provide a certificate showing that their personal policy is rated for business use.

3. WORKERS' COMPENSATION: As per statutory requirements

Worker's Compensation policy shall be endorsed to provide that the insurer waives any right of subrogation it may require against the Owner, the Architect/Engineer of Record and Construction Manager where applicable.

4. BUILDER'S RISK:

Required for 100% of the completed value when designated by Owner.

Evidence of compliance with these insurance requirements shall be considered as having been met when a copy of the insurance policy or a certificate of insurance with applicable endorsements has been filed with and approved by the Owner which shall be prior to the award of the construction contract.

All insurance policies required herein shall remain in effect until final payment and at all times thereafter when Contractor is correcting, removing or replacing defective work.

15. SUSPENSION OF WORK

The Contractor shall have no claim for compensation or damages for delays, including but not limited to lost profits or home office expenses/overhead. Should the Contractor be prevented from proceeding with the work required by this contract, either before or after the start of construction, by any act or omission of the City or any reason beyond the control of the City.

16. PAYMENT

Payment by the City will be made upon the completion and acceptance of the Contractor's work. Payment by the City will be in the amount of the accepted quotation minus any authorized deductions.

17. ASSIGNMENTS

The Contractor shall not assign the whole or any part of the contract, or any monies due or to become due hereunder without written consent of the Owner and Surety. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignments shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

18. CONTRACT SECURITY

In accordance with Texas Government Code Chapter 2253 and the terms of this contract, the City of El Paso requires the following for all public works contracts:

A Payment Bond for all public works contracts in excess of \$25,000. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have a direct contractual relationship with the prime contractor or subcontractor to supply public work labor or material. The payment bond shall be in a form approved by the Owner.

A Performance Bond for all public works contracts in excess of \$25,000. The performance bond shall be for one hundred percent (100%) of the contract price and conditioned on the faithful performance of work in accordance with the plans, specifications and contract documents.

In accordance with Texas Insurance Code Section 3503.004, if the Surety's obligation is for an amount that exceeds 10 percent of the surety's capital and surplus, the Owner shall require, as a condition to accepting the obligation, a written certification that the surety has reinsured the portion of the risk that exceeds ten percent of the surety's capital and surplus, with one or more reinsurers who are authorized, accredited or trustee to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent of the reinsurer's capital and surplus.

In accordance with Texas Government Code Chapter 2253, a copy of the payment bond, including the name, address, and phone number of the surety company shall be posted at the construction site. The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

If at any time the Owner, for justifiable cause, shall become dissatisfied with any Surety's payment or performance bond, the Contractor shall within five (5) consecutive calendar days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until a new Surety shall have furnished such an acceptable bond to the Owner

19. TERMINATION

A. Right of Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) work days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) work days, cease and terminate.

The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the

performance of this Agreement.

In the event of either such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor that the contract has been terminated. The Surety shall then have the right to take over and perform the contract, and shall execute a Take-Over Agreement with the Owner evidencing such intention to take over and perform the contract. Provided however, that if the surety does not commence performance thereof within ten (10) work days from the date of the mailing of such notice to Surety of termination, the Owner may, thereafter, take over the work and prosecute the same to completion by contract or by force and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

All costs and charges incurred by the Owner, including the costs of securing the construction site until resumption of work under the contract, together with the cost of completing the work under the contract, will be deducted from any monies due the Contractor or remaining on the contract. If such expenses exceed the sum which would have been payable under the contract, the Contractor shall be liable to the Owner for said amount.

B. Termination for Convenience. The Owner may, at any time, at will and without cause, terminate any part of the work to be performed or all remaining work for any reason whatsoever by giving seven (7) days prior written notice to the Contractor.

The owner shall incur no liability to the Contractor by reason of such termination, except that the Contractor shall be entitled to payment for work properly completed in accordance with this contract prior to the effective date of the termination.

In the event that only part of the work is terminated, the Contractor shall continue in full force and effect as to all remaining work to be completed. The owner shall not be responsible for compensation or damages for delay, damages for loss of anticipated profits on work not performed, demobilization or cancellation costs or charges on account of any termination.

Upon a determination by a court of competent jurisdiction that a termination of the Contractor by the Owner pursuant to subparagraph (A) herein was wrongful, such termination will be deemed converted to a termination for convenience pursuant to subparagraph (B) herein and the Contractor's remedy for wrongful termination shall be limited to the recovery permitted for termination for convenience as set forth in subparagraph (B) herein.

20. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the contract or the work.



NOTICE OF CLARIFICATION

PREVAILING WAGE RATES

HEAVY/HIGHWAY CONSTRUCTION

**NEIGHBORHOOD IMPROVEMENTS PROGRAM (NIP) ROUND II – TOM
LEA UPPER PARK IMPROVEMENTS**

SOLICITATION No. 2016-927

Effective September 24, 2013, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for “Building,” “Highway” and “Heavy” construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

CITY OF EL PASO, TEXAS
2012 Paving and Street Construction, Dirt Work,
Heavy Construction, Pipeline Work, Highway
Wage Rates

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	-	12.75	102.00
Asphalt Paving Machine Operator	12.50	-	12.50	100.00
Asphalt Raker	10.50	-	10.50	84.00
Backhoe Operator	14.00	-	14.00	112.00
Concrete Finisher (Paving and Structures)	12.00	-	12.00	96.00
Crane Operator, Lattice Boom	17.50	-	17.50	140.00
Crane Operator, Hydraulic	17.00	-	17.00	136.00
Electrician	23.09	-	23.09	184.72
Excavator Operator	16.10	-	16.10	128.80
Form Builder/Setter	13.00	-	13.00	104.00
Form Setter (Paving and Curb)	10.75	-	10.75	86.00
Front End Loader	12.00	-	12.00	96.00
Laborer (Common)	9.00	-	9.00	72.00
Laborer (Skilled)	10.00	-	10.00	80.00
Mechanic	17.50	-	17.50	140.00
Motor Grader Operator	17.00	-	17.00	136.00
Pipe Layer	11.50	-	11.50	92.00
Reinforcing Steel Setter (Paving)	14.00	-	14.00	112.00
Rock Mason	12.00	-	12.00	96.00
Servicer	12.00	-	12.00	96.00
Traveling Mixer Operator	10.00	-	10.00	80.00

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Truck Driver, Single Axle	10.50	-	10.50	84.00
Truck Driver, Tandem Axle	12.74	-	12.74	101.92
Tunneling Machine Operator	13.61	-	13.61	108.88
Utility Operator Grade 1	11.50	-	11.50	92.00
Utility Operator Grade 2	11.00	-	11.00	88.00
Welder, Certified/Structural Steel Welder	12.02	-	12.02	96.16
Welder	13.54	-	13.54	108.32

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

2012 HEAVY / HIGHWAY DEFINITIONS

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise services and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Communications Cable Installer	Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.
6	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes all concrete flatwork, including concrete paving, curbs, driveways, sidewalks, riprap, and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
7	Crane Operator, Lattice Boom:	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

8	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
9	Directional Drilling Locator	Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed. Performs other related duties.
10	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems.. Includes installation of photovoltaic solar panels.
11	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
12	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
13	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement of all concrete flatwork, including concrete paving, curbs, driveways, sidewalks, and riprap. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
14	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
15	Instrument Person	Sets up, adjusts and operates surveying instruments, including GPS and total station. Works from plans to establish lines points and grades for construction purposes, keeps notes and records of data. Computes cross sections of work performed for cost or payment purposes. Directs Rod or Chain person (skilled labor) and is responsible for accuracy of this field engineering work. Performs other related duties.

16	Insulation Workers – Mechanical	Apply insulating materials to pipes or ductwork, or other mechanical systems in order to help control temperature on a highway project.
17	Laborer (Common)	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing settle, cures newly poured concrete, helps lower pipe in ditch for pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties. (AGC)-A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually an entry level position as the first step to learn a skill. Performs other related duties.
18	Laborer (Skilled) (Utility)	(AGC)-Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May assist in the placement and tying of reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Gunite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
19	Mechanic	(AGC-Same) Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.

20	Motor Grader Operator, Fine	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to blue tops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
21	Painter	Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.
22	Percussion or Rotary Drill Operator	Operates rock drilling equipment that may be used to break rock. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
23	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
24	Reinforcing Steel Setter (Paving)/ Reinforcing Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker apprentice or common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other duties.
25	Reinforcing Steel Setter (Structure)/ Structural Steel Worker	Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.
26	Rock Mason	Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
27	Servicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.

28	Traffic Signal/Light Pole Worker	Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.
29	Telecommunication Technician	Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets and pole mounted installations. Installs, terminates and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.
30	Traveling Mixer Operator	Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement or other stabilizing materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
31	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
32	Truck Driver, Tandem Axle	Drives a tandem axle powered tractor. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
33	Tunneling Machine Operator	Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
34	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, back filler, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator (crawler and truck mounted), and pile driver.

35	Utility Operator Grade 2	Pipe, boom truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment, scraper, staking machine , roller operator, concrete paving curing, float, texturing machine, subgrade trimmer, slip form machine, milling machine, self propelled sweeping machine, trenching machine, directional drill, chip spreader, screening plant, joint sealer, and concrete saw, off road hauler, pavement marking machine operator, reclaimer/pulverizer operator, slurry seal or micro-surfacing machine operator, self-propelled hammer operator.
36	Welder, Certified/ Structural Steel Welder	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties. Includes pipe work that must be performed by a certified welder.
37	Welder	Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.

**The following
documents MUST be
submitted with bid**

Request for Taxpayer Identification Number and Certification

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

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

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CITY OF EL PASO PURCHASING & STRATEGIC SOURCING DEPARTMENT
VENDOR INFORMATION FORM**
This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire

City Department: _____ Telephone # _____ Name: _____

Request:

___ Add ___ Update ___ Inactivate

___ Vendor ___ Contractual Employee ___ City of El Paso Employee

Vendor Sales Address: If same as W-9 check box

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (required) (____) _____ Fax # (____) _____

E-Mail Address: _____

Web Page: _____

VENDOR STATUS:

(Yes ___) (No ___) Small business concern (Less than 100 employees or less than \$1,000,000.00 Annual Receipts)

(Yes ___) (No ___) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)

(___) Black Americans

(___) Hispanic Americans

(___) Native Americans

(___) Asian-Pacific Americans

(Yes ___) (No ___) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)

(Yes ___) (No ___) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one or more of his/hers/their major life activities.)

(Yes ___) (No ___) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)

(Yes ___) (No ___) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned)

___ Wages (Withholding / Default Class 7)

___ Juror (No Withholding / No Default Class)

___ Goods (No Withholding / No Default Class)

___ Services (Withholding / Default Class 7)

___ Settlement / Attorney Proceeds (Withholding / Default Class 14)

___ Rental Property (Withholding / Default Class 1)

___ Medical & Healthcare (Withholding / Default Class 6)

___ Stipend (No Withholding / No Default Class)

___ Garnishment Vendor (No Withholding / No Default Class)

___ Corporation (No Withholding / No Default Class)

Contractual Employees or Vendors

- Based on W-9, Individual/Sole Proprietor, Partnership, Limited Liability Company (all LLCs C=Corporation, D=Disregarded Entity, S=Corporation, P=Partnership) are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

City of El Paso Employees (IRS-Withholding not required for the following items)

___ Pension ___ Refund ___ Mileage ___ Reimbursement ___ Settlement ___ Travel Request ___ Tuition Reimbursement

Send Form To: M. Suky Flores Sr. Office Assistant P - 915-212-1185 F - 915-212-0044 FloresMS@elpasotexas.gov

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

PROJECT MANUAL FOR THE CONSTRUCTION OF



**NEIGHBORHOOD IMPROVEMENTS PROGRAM (NIP)
ROUND II**

**TOM LEA UPPER
PARK IMPROVEMENTS**

VOLUME 1 OF 2

CONTRACT DOCUMENTS

MAY, 2016



Firm Registration No. F-006959

**CITY OF EL PASO
SCOPE OF WORK**

**NEIGHBORHOOD IMPROVEMENTS PROGRAM (NIP)
ROUND II**

**TOM LEA
PARK IMPROVEMENTS**

The work under this contract shall be for furnishing all labor, materials, equipment, transportation, traffic control, permits, incidentals and services for the construction and installation of benches, landscape and modifications to the existing irrigation system as per construction drawings and specifications for Tom Lea Park.

The description of this scope of work, as shown above, is only a general overview of this project. Contractor shall refer to the project plans and specifications for further information.

PRICE SCHEDULE

BASE BID 1

ITEM No.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE	AMOUNT
1.	1	LS	MOBILIZATION (NOT TO EXCEED 5% OF THE TOTAL COST)	\$_____	\$_____
2.	90	SQ.FT.	REMOVE TURF	\$_____	\$_____
3.	2	EA	FURNISH AND INSTALL STRAIGHT BENCH AND FOOTER	\$_____	\$_____
4.	2	EA	FURNISH AND INSTALL CURVED BENCH	\$_____	\$_____
5.	1	LS	IRRIGATION – MODIFICATIONS TO EXISTING	\$_____	\$_____

6.	174	SQ.FT.	FURNISH AND INSTALL BRICK PAD, WITH PAVERS, HEADER AND SAND	\$_____	\$_____
7.	86	EA	FURNISH AND INSTALL 5 GAL SHRUBS	\$_____	\$_____
8.	90	SQ.FT.	FURNISH AND INSTALL NEW SCREENINGS	\$_____	\$_____
9.	100	SQ.FT.	ROCK REPLACEMENT	\$_____	\$_____
			TOTAL	\$_____	

SECTION 328400 - IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide all labor, material, transportation, and services necessary to furnish and install the Irrigation System as shown on the Drawing and described herein.
- B. Standards: All work and materials shall comply with governing Codes, safety orders, standards, and regulations, and meet the minimum requirements of the governing agencies.

1.02 QUALITY ASSURANCE & AGREEMENTS

- A. Permits and Fees: The Contractor shall obtain and pay for any and all permits and all observations as required.
- B. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in cases where the manufacturers of articles used in this Contract furnish directions covering points not shown in the Drawings and Specifications.
- C. Ordinances and Regulations: All local, municipal and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications, and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules, regulations, or requirements of the same. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and Drawings shall take precedence.
- D. Explanation of Drawings:
 - 1. Due to the Scale of the Drawings, it is not possible to indicate all offset, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnished such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be Installed in such a manner as to avoid conflicts between the irrigation system, planting and architectural features.
 - 2. All work called for on the Drawings by notes or details such be furnished and installed whether or not specially mentioned in the specifications.
 - 3. The Contractor shall not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should

be brought to the attention of the Owner. In the event this notification is not performed, the Contractor shall assume full responsibility for any revision necessary.

1.03 SUBMITTALS

A. Materials List:

1. The Contractor shall furnish the article, equipment, materials, or processes specified by name in the Drawings and Specifications. No substitution shall be allowed without prior written approval by the Landscape Designer/Licensed Irrigator.
2. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used. Although manufacturer and other information may be different, the following is a guide to proper submittal format:

Item No.	Description	Manufacturer	Model No.
1	Backflow Preventer	Febco	825Y
2	Automatic Controller	Calsense	ETI-DTR2
3	Master Valve	Clayval	136ACSKC-24V
4	Etc.	Etc.	Etc.

Irrigation submittal must be specific and complete. All items must be listed and should include solvent, primer, wire, connectors, valve, boxes, etc. No copies of manufacturer's literature (catalog cuts) are required as submittal information.

3. The Contractor may submit substitutions for equipment and materials listed on the Drawings by following procedures as outlined in Section 1.05 of the Irrigation Specifications.
 4. Equipment or materials installed or furnished without prior approval of the Landscape Designer/Licensed Irrigator may be rejected and the Contractor may be required to remove such materials from the site at his own expense.
 5. Approval of any Item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Drawings and Specifications on the basis of the information or samples submitted.
 6. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
- B. RECORD DRAWINGS:
1. The Contractor shall provide and keep up-to-date a complete record set of blueline prints which shall be corrected daily, showing the change from the original Drawings and Specifications and the exact installed locations,

sizes, and kinds of equipment. Prints for this purpose may be obtained from the Owner at cost. This set of drawings shall be kept on the site and shall be used only as a record set.

2. The Contractor shall make neat and legible notations on the record drawing progress sheets daily as he proceeds, showing the work as actually installed. For example, should a piece of equipment be installed in a location that does not match the plan, the Contractor must indicate that equipment has been relocated in a graphic manner so as to match the originals as indicated in the irrigation legend. The relocated equipment and dimensions will then be transferred to the original record drawing plan at the proper time.
 3. Before the date of the final observation, the Contractor shall transfer all information from the "record drawing" prints to a sepia mylar or similar mylar material. All work shall be in waterproof India Ink and applied to the mylar by a technical pen made expressly for use on mylar material. Such pen shall be similar to those manufactured by Rapidograph, Kueffel & Esser, or Faber Castell. The dimensions shall be made as to be easily readable even on the final controller chart (see Section C). The original mylar "record drawing" plan shall be submitted to the Landscape Designer/Licensed Irrigator for approval prior to the completion of the controller chart.
 4. The Contractor shall dimension from two (2) permanent points of reference, such as building corners, sidewalks, edges, road intersections, etc., the location of the following items:
 - a. Connection to existing water lines.
 - b. Connection to existing electrical power.
 - c. Gate valves.
 - d. Routing of sprinkler pressure lines (dimension max. 100' along routing).
 - e. Sprinkler control valves.
 - f. Routing of control wiring and locations of all splice boxes.
 - g. Quick coupling valves.
 - h. Stub-outs for future connections.
 - i. Other related equipment as directed by the City.
 5. On or before the date of the final field observation, the Contractor shall deliver the corrected and completed sepias to the Owner. Delivery of the sepias will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the prints.
- C. Controller Charts:
1. As-built drawings shall be approved by the Landscape Designer/Licensed Irrigator before controller charts are prepared.
 2. Provide one controller chart for each controller sequence.
 3. The chart shall show the area controlled by the automatic controller and shall be the maximum size which the controller door will allow.
 4. The chart is to be a reduced drawing of the actual installed system. However, in the event the controller sequence is not legible when the

drawing is reduced, it shall be enlarged to a size that will be readable when reduced.

5. The chart shall be a block line or blueline print and a different color shall be used to indicate the area of coverage for each station.
 6. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils.
 7. These charts shall be completed and approved prior to the final field observation of the irrigation system.
- D. Operation and Maintenance Manuals:
1. Prepare and deliver to the Owner within ten calendar days prior to completion of construction, two hard-cover, three ring binders containing the following information:
 - a. Index sheet which states Contractor's name, address and telephone number, and which lists each installed equipment and material item including names and addresses of manufactures local representatives.
 - b. Catalog and parts sheets on every material and equipment item installed under this Contract.
 - c. Guarantee statement.
 - d. Complete operating and maintenance instructions on all major equipment.
 2. In addition to the above mentioned maintenance manuals, provide the Owner's maintenance manuals, provide the Owner's maintenance personnel with instructions for major equipment and show evidence in writing to the Owner at the conclusion of the project that this service has been rendered.
- E. Equipment to be Furnished:
1. Supply as part of this contract the following tools:
 - a. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
 - b. Two (2) four-foot valve keys for operation of gate valves.
 - c. Two (2) keys for each automatic controller.
 - d. One (1) quick coupler key and matching hose swivel for every five (5) or fraction thereof of each type of quick coupling valve installed.
 2. The above mentioned equipment shall be turned over to the Owner at the conclusion of the project. Before final observation can occur evidence that the Owner has received material must be shown to the Landscape Designer/Licensed Irrigator.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Handling of PVC pipe and fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to under bending or a

concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded, and if installed, shall be replaced with new piping.

1.05 SUBSTITUTIONS

- A. If the Contractor wishes to substitute any equipment or materials for the equipment or materials listed on the Drawings and Specifications, he may do so by providing the following information to the Landscape Designer/Licensed Irrigator for approval:
 - 1. Provide a statement indicating the reason for making the substitution. Use a separate sheet of paper for each item to be submitted.
 - 2. Provide descriptive catalog literature, performance charts and flow charts for each item to be substituted.
 - 3. Provide the amount of cost savings if the substituted item is approved.
- B. The Landscape Designer/Licensed Irrigator shall have the sole responsibility in accepting or rejecting any submittal item as an approved equal to the equipment and materials listed on the Drawings and Specifications.

1.06 GUARANTEE

- A. The guarantee for the irrigation system shall be made in accordance with the attached form. The General Conditions and Supplementary Conditions of these Specifications shall be filed with the Owner prior to acceptance of the irrigation system.
- B. A copy of the Guarantee form shall be included in the operations and maintenance manual.
- C. The guarantee form shall be re-typed onto the Contractor's letterhead and shall contain the following information:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear, unusual abuse or neglect expected. We agree to repair or replace any defects in material or workmanship which may develop during the period of one year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional costs to the Owner. We shall make such repairs or replacements within a reasonable time, as determined by the Owner, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of written notice from the Owner, we authorize the Contractor to proceed to

have said repair or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT: _____

LOCATION: _____

SIGNED: _____

ADDRESSED: _____

PHONE: _____ DATE OF ACCEPTANCE: _____

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Use only new materials of brands and types noted on drawings, specified herein, or approved equals.
- B. PVC Pressure Main Line Pipe and Fittings:
 - 1. Pressure main line piping for sizes 3" and larger shall be PVC Class 315.
 - 2. Class 315 pipe shall be made from on NSF approved Type I, Grade I PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements as set forth In Federal Specification PS-22-70, with an appropriate standard dimension (S.D.R.) (Solvent-weld Pipe).
 - 3. Pressure main line piping for sizes 1-1/2" and smaller shall be PVC Schedule 40 with solvent welded joints.
 - 4. Schedule 40 pipe shall be mode from NSF approved Type I, Grade 1 PVC compound conforming to ASTM resin specification D1785. All pipe must meet requirements as set forth in Federal Specification PS-21-70.
 - 5. PVC solvent-weld fittings shall be Schedule 40, 11-1 NSF approved conforming to ASTM test procedure D2466.
 - 6. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer.
 - 7. All PVC pipe must bear the following markings: Manufacture's name, nominal pipe size, schedule or class, pressure rating in P.S.I., NSF(National Sanitation Foundation) approval, and date of extrusion.
 - 8. All Fittings shall bear the manufacturer's name or trademarks, material designation, size, applicable I.P.S. schedule and NSF seal of approval.
- C. PVC Non-Pressure Lateral Line Piping:
 - 1. Non-pressure buried laterals line piping shall be PVC Schedule 40 with solvent-weld joints when installed in planting areas.
 - 2. Non-pressure lateral line piping installed under paved areas shall be PVC Schedule 40 with solvent-welded joints.
 - 3. Pipe shall be made from NSF approved, Type I, Grade II, PVC compound conforming to ASTM resin specification D1794. All pipe must meet

- requirements set forth in Federal Specification PS-22-70 with and appropriate standard dimension ratio.
4. Except as noted in paragraphs 1, 2, and 3 of this section (2.01B), all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in section 2.01B of the Specifications.
- D. Brass Pipe and Fittings:
1. Where indicated on the Drawings, use red brass screwed pipe conforming to federal Specification #WW-P-351.
 2. Fittings shall be red brass conforming to federal Specifications #WW-P-460.
- E. Copper Pipe and Fittings:
1. Pipe: Type K, hard tempered.
 2. Fittings: Wrought copper, solder joint type.
 3. Joints shall be soldered with silver solder, 45% silver, 15% copper, 16% zinc, 24% cadmium, solidus at 1125° F, and liquidus at 1145° F.
- F. Valves:
1. Ball Valves
 - a. Ball valves shall be a 125 lbs. SWP bronze valve with screw-in bonnet non rising stem, and solid wedge disc. with a stainless steel handle.
 - b. Ball valves shall be similar to those manufactured by Nibco or approved equal.
 2. Resilient Wedge Gate Valve (2" and larger)
 - a. Resilient Wedge Gate valves be epoxy coated cast iron and equipped with a 2" operating nut.
 - b. Resilient Wedge Gate valves shall be No. 403 RT -RW as supplied by Watts or approved equal.
 - c. All Resilient Wedge Gate valves shall be installed per detail.
- G. Quick Coupling Valves:
1. Quick coupling valves shall have a brass two-piece body designed for working pressure of 150 P.S.I.
 2. Quick coupling valves 1" shall be operable with a quick coupler key. Key size and type shall be as shown on the Drawings.
- H. Backflow Prevention Units:
1. Backflow prevention unit shall be of size and type indicated on the Irrigation drawings. Install backflow prevention units in accordance with the Drawings.
 2. Wye strainers at backflow prevention units shall have a bronzed screwed body with 60 mesh model screen and shall be similar to Bailey #1008 or approved equal.
 3. All pressure main line piping between the point of connection and the backflow preventer shall be installed as required by local code. The Contractor shall verify with the local governing body as to material type and installation procedures prior to start of construction. Submit shop drawings for approval.

- I. Check Valves:
 - 1. Swing check valves 2" and smaller shall be 200 pound W.O.G. bronze construction with replaceable composition, neoprene, or rubber disc and shall meet or exceed Federal Specification WW-V--51D, Class A, Type IV.
 - 2. Anti-drain valves shall be of heavy duty virgin PVC construction with F.I.P. thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti-drain valve shall be field adjustable against drawout from 5 to 40 feet of head. Anti-drain valve shall be similar to the Valcon "ADV" or approved equal.
- J. Control Wiring:
 - 1. Except as noted otherwise connections between the automatic controllers and electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Control wiring installed in controlled wire conduit within structure shall be made with AWG- TW solid copper wire. Pilot wire shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacturer's specifications and wire charts in no case shall wire size be less than #14.
 - 2. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.
 - 3. Where more than one (1) wire is placed in a trench the wiring shall be taped together at intervals of fifteen (15) feet.
 - 4. An expansion curl shall be provided within three (3) feet of each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric control valve, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires. Control wires shall be laid loosely in trench without stress or stretching wire conductors.
 - 5. All splices shall be made with Scotch-Lock #3576 Connector Sealing Packs. Rainbird Snap-Tile wire connectors, or approved equal. Make only one splice with each connector sealing pack.
 - 6. Field splices between the automatic controller and electric control valves will not be allowed without prior approval of the Landscape Designer.
- K. Automatic Controller:
 - 1. Automatic controller(s) shall be of the size and type shown on the Drawings.
 - 2. Final location of automatic controller(s) shall be approved by the Owner.
 - 3. Unless otherwise noted on the Drawings, the 120 volt electrical power to each automatic controller location is to be furnished by others. The final electrical hook-up shall be the responsibility of the Contractor.
- L. Electric Control Valves:
 - 1. All electric control valves shall be the same size and type shown on the Drawings.
 - 2. Provide and install one control valve box for each electric control valve.
- M. Control Valve Boxes:

1. Use 10" x 10-3/4" round box for all gate valves Carson Industries #910-12B with bolt-down cover or approved equal. Extension sleeves shall be PVC with minimum size of six (6) inches.
 2. Use 9-1/2" x 16" x 11" rectangular box for all electric control valves. Carson Industries #1419-12B with bolt-down cover or approved equal.
 3. Use 6" diameter x 8-3/4" deep round plastic valve box for all quick coupling valves. Carson Industries #608-12 with flex-lock cover or approved equal.
 4. Use 9-1/2" x 16" x 118 rectangular box for all electric control valves installed within on-grade landscaped areas. Carson Industries #1419-12B with bolt-down cover or approved equal.
 5. Use 10" x 10-1/4" round box for all quick coupling valves installed within an on-structure landscaped areas. Carson Industries #910-12B with bolt-down cover or approved equal.
- N. Sprinkler Heads:
1. All sprinkler heads shall be of the same size, type, and deliver the same rate of precipitation with the diameter(or radius) of throw, pressure, and discharge as shown on the Drawings and/or specified in the optical provision.
 2. Spray heads shall have a screw adjustment.
 3. Riser units shall be fabricated in accordance with the details shown on the drawings.
 4. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body.
 5. All sprinkler heads of the same type shall be the same manufacturer.
- O. Sleeving:
1. Sleeving under hardscape or paved areas for mainline, lateral line or control wiring shall be Schedule 40 P.V.C. or approved equal.
- P. Vandal Resistant Controller Enclosure:
1. Controller enclosure shall be of size and type shown on the Irrigation Drawing and Irrigation Submittal sheet.
 2. A backboard shall be secured to the controller enclosure housing to provided a base for mounting the automatic sprinkler controller and terminal station.
 3. A 117 volt duplex box shall be provided with an On/Off switch and a 117 volt receptacle. Metal conduit shall run from the 117 volt supply to the controller housing. All power within the housing shall be properly phased.
 4. A terminal strip shall be provided, clearly indicating the proper point of connection of all appropriate wiring (station valves, master valve, common, central control).

PART 3 – EXECUTION

3.01 OBSERVATION OF SITE CONDITIONS

- A. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive approval from the Landscape Designer/Licensed Irrigator prior to proceeding with work under this Section.
- B. Exercise extreme care in excavating and working near existing utilities. The Contractor shall be responsible for damage to utilities which are caused by his operations or neglect. Check existing utility drawings for existing utility locations, and contact authorities to mark lines prior to excavation work.
- C. Coordinate installation of sprinkler materials including pipe, so there shall be no interference with utilities or other construction or difficulty in planting tree, shrubs and ground covers.
- D. The Contractor shall carefully check all grades to satisfy him/herself that he may safely proceed before starting work on the irrigation system.

3.02 PREPARATION

- A. Physical Layout:
 - 1. Prior to installation, the Contractor shall size stake out all pressure supply lines, routing and location of sprinkler heads.
 - 2. All layout shall be approved by the Landscape Designer/Licensed Irrigator prior to installation.
- B. Water Supply:
 - 1. The Irrigation system shall be connected to water supply point(s) of connection as indicated on the Drawings.
 - 2. Connections shall be made at the approximate location(s) shown on the Drawings. The Contractor is responsible for minor changes caused by actual site conditions.

3.03 INSTALLATION

- A. Trenching:
 - 1. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on the Drawings and as noted.
 - 2. Provide for a minimum of twenty-four (24) inches cover for all irrigation lines installed under paving or hardscaping.
 - 3. Provide for a minimum of twenty-four (24) inches cover for all pressure supply lines of three (3) inches or larger in diameter.
 - 4. Provide for a minimum of eighteen (18) Inches cover for all pressure supply lines of two and one half (2-1/2") Inches or smaller.
 - 5. Provide for a minimum of twelve (12) inches for all non-pressure lines.
 - 6. Provide for a minimum cover of eighteen (18) inches for all control wiring.
 - 7. Refer to City Standard details when within City streets susceptible to traffic loads.
- B. Backfilling:

1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones. Backfilling shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.
 2. A fine granular material backfill will be initially placed on all lines. No foreign matter larger than one-half (1/2) inch in size will be permitted in the initial backfill.
 3. Flooding of trenches will be permitted only with approval of the Landscape Designer/Licensed Irrigator.
 4. If settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, lawn, planting, or other construction are necessary, the Contractor shall make all required adjustments without cost to the owner.
- C. Trenching and Backfill Under Paving:
1. Trenches located under areas where paving, asphaltic concrete, or concrete will be installed, shall be pipe and six (6) inches above the pipe and compacted and backfilled with sand (a layer four (4) inches below the layer to 95% compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm unyielding condition. All trenches shall be left flush with the adjoining grade. The Contractor shall set in place, cap and pressure test all piping under paving prior to the paving work.
 2. Generally, piping under existing walk is done by jacking, boring, or hydraulic driving, but where any cutting or braking of old walk and/or concrete is necessary, it shall be done and replaced by the Contractor as a part of the Contract cost. Permission to cut or break old walk and/or concrete shall be obtained from the City or Owner.
 3. Refer to City Standard details when within City streets susceptible to traffic loads.
- D. Assemblies:
1. Routing of sprinkler irrigation lines as indicated on the Drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform with the detail in the Drawings.
 2. Install NO multiple assemblies in plastic lines. Provide each assembly with its own outlet.
 3. Install all assemblies specified herein accordance with respective detail. In absence of detail drawings or specification pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of the Landscape Designer.
 4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before installation. Installation and solvent-welding methods shall be as recommended by the pipe and fittings manufacturer.

5. On PVC to metal connections, the Contractor shall work the metal connection first. Teflon tape or approved equal, shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be solvent-welded.
- E. Line Clearance
 1. All lines shall have a minimum clearance of six (6) inches from each other and twelve (12) inches from lines of other trades, with the exception of the control wire sleeve(s) which shall be installed adjacent to pressure supply line. Parallel lines shall not be installed directly over one another.
 2. Valves shall be connected to controller in numerical sequence.
 - F. Automatic Controller Assembly:
 1. Install as per manufacturer's instructions. Remote control as shown on the Drawings.
 - G. High Voltage Wiring for Automatic Controller:
 1. 120 volt power connection to the automatic controller shall be provided by the Contractor.
 2. All electrical work shall conform to local codes, ordinances, and union authorities having jurisdiction.
 - H. Remote Control Valves:
 1. Install where shown on the Drawings. Where grouped together allow at least twelve (12) inches between adjacent valve boxes. Install each remote control valves in a separate valve box.
 - I. Flushing of System:
 1. After all new sprinkler pipe lines and risers are in place and connected, all necessary diversion work has been completed and prior to installation of sprinkler heads, the control valves shall be opened and full head of water used to flush out the system.
 2. Sprinkler heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Landscape Designer/Licensed Irrigator.
 - J. Sprinkler Heads:
 1. Install the sprinkler heads as designated on these Drawings. Sprinkler heads to be installed in this work shall be equivalent in all respects to those itemized.
 2. Spacing of heads shall not exceed the maximum indicated on the Drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.

3.04 TEMPORARY REPAIRS

The Owner reserves the right to make temporary repairs as necessary to keep the sprinkler system equipment in operating condition. The exercise of this right by the Owner shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

3.05 EXISTING TREES

Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than two (2) inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through. Roots one (1) inch and larger in diameter shall be painted with two coats of Tree Seal, or equal. Trenches adjacent to tree should be closed within twenty-four (24) hours: and where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

3.06 FIELD QUALITY CONTROL

A. Adjustment of the System:

1. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.
2. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting. Adjustments may also include changes in nozzle sizes and degrees of arc if required.
3. Lowering raised sprinkler heads by the Contractor shall be accomplished within ten (10) days after notification by this Landscape Designer/Licensed Irrigator.
4. All sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the Drawings.
5. Irrigation valves will be set per manufacturers specification so that each lateral operates at design pressure.

B. Testing of Irrigation System:

1. The Contractor shall request the presence of the Landscape Designer/Licensed Irrigator in writing at least 48 hours in advance of testing.
2. Test all pressure lines under hydrostatic pressure of 150 pounds per square inch and prove watertight.
3. All piping under paved areas shall be tested under hydrostatic pressure of 150 pounds per square inch and proven watertight prior to paving.
4. Sustain pressure in lines for not less than six (6) hours. If leaks develops replace joints and repeat it until entire system is proven watertight.
5. All hydrostatic test shall be made only in the presence of the General Contractor and the City/Licensed Irrigator. No pipe shall be backfilled until It has been observed, tested, and approved in writing.

6. Furnish necessary force pump and all other test equipment.
7. When the Irrigation System is completed, perform a coverage test in the presence of the Licensed Irrigator to determine if the water coverage for planting area is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Licensed Irrigator. This test shall be accomplished before any ground cover is planted.
8. Upon completion of each phase of work, the entire system shall be tested and adjusted to meet site requirements.

3.07 MAINTENANCE

- A. The entire Irrigation System shall be under full automatic operation for a period of seven (7) days prior to any planting.
- B. The Owner reserves the right to waive or shorten the operation period.

3.08 CLEAN-UP

Clean-up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be groomed or washed down, and any damage sustained on the work of others shall be repaired to its original condition.

3.09 FINAL SITE OBSERVATION PRIOR TO ACCEPTANCE

- A. Any items deemed not acceptable by the Landscape Designer/Licensed Irrigator shall be reworked to the complete satisfaction of the Landscape Designer/Licensed Irrigator.
- B. The Contractor shall show evidence to the Landscape Designer/Licensed Irrigator that the Owner has received all accessories, charts, record drawings, and equipment as required before final site observation can occur.

3.10 SITE OBSERVATION SCHEDULE

- A. The Contractor shall be responsible for notifying the Landscape Designer/Licensed Irrigator in advance for the following observation meetings, (verify with Owner) according to the time indicated:
 1. Pre-Job Conference – 7 days
 2. Lateral line and sprinkler installation – 24 hours
 3. Pressure supply line testing – 48 hours
 4. Coverage test – 48 hours
 5. Final observations – 7 days

- B. When observations are conducted, show evidence in writing of when and by whom these observations were made.

SECTION 329300 - PLANTING SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE OF WORK

Contractor shall provide materials, labor, and equipment incidental to and necessary for completing all work, as indicated on the drawings, as reasonably implied, or as delineated in the Specifications as follows.

1.02 STANDARDS

All work and materials shall comply with governing codes, safety orders, standards, and regulations, and meet the minimum requirements of the governing agencies.

1.03 QUALITY ASSURANCE

- A. All Contractors performing Site Development work must be licensed in accordance with the laws of the state and the City.
- B. Contractor shall obtain and keep in force Public Liability and Property Damage Insurance, during entire course of the Construction Contract. The amount of insurance shall be determined by the Owner.

1.04 RESPONSIBILITIES AND COORDINATION

- A. Permits: The Contractor shall obtain and pay for all permits and inspections required by governing authorities for the work.
- B. Existing Conditions: The Contractor shall verify all conditions and dimensions shown on the plans, as well as the location and depth of all underground utilities, prior to commencement of any work under this contract,
- C. Temporary Utilities: The Contractor shall apply for, coordinate, and pay all cost incurred for all temporary utilities such as water, electrical power and gas as required by him for the construction of this project.
- D. Survey, Reference Points, and Elevations: The Contractor is responsible for performing any surveys, reference points and elevations required per construction documents. Landscape Contractor is responsible for confirming finished subgrade meets document requirements prior to start of finishing grades, planting, and application of rock mulch.
- E. Traffic: The Contractor is responsible for all temporary traffic barriers and detours required by him for the construction of the project.

1.05 DEFECTIVE AND UNAUTHORIZED WORK

All work which is determined by inspection to be defective in its construction or deficient in any of the requirements of the plans and specifications, shall be remedied or removed, and replaced by the Contractor at his own expense in a manner acceptable to the Landscape Designer.

1.06 INSPECTIONS

The Contractor shall arrange for inspections by notifying the Landscape Designer, City and governing authorities 48 hours prior to time of inspection, unless otherwise noted. Inspections shall be as listed below, but not necessarily in this order. Only the inspection pertaining to the project scope of work will apply:

Irrigation System Operations Test
Soil Preparation and Finish Grading
Plant Material and Placement
Final Inspection – 4 days

1.07 GUARANTEES

- A. Plant Materials: All trees, shrubs, ground cover; bedding plants and lawn shall be guaranteed from date of final acceptance of landscape construction for periods as follows:
Trees – all sizes = 1 year
Shrubs All sizes = 120 days
Bedding Plants = 120 days
Unless otherwise noted, guarantees begin after final inspection and project acceptance by Landscape Designer and/or Owner's Representative. Landscape Contractor shall replace and plant all materials which have died within the time span stated above at no cost and within 14 days of receiving written notice from the Landscape Designer or Owner. If dead material is not replaced and planted within the 14 day period, Owner may replace dead material with new material and charge the Landscape Contractor for all expenses incurred.
- B. Construction Materials: The contractor shall guarantee all workmanship and materials for all site development for a period of one year from date of final acceptance of project.
- C. Plant quantities provided in plant legend shall be verified by contractor on plans prior to bid. Any discrepancies encountered shall be reported to landscape designer prior to bid.

1.08 MATERIAL AND LABOR RELEASES

Upon completion of the work, the Contractor shall present to the Owner signed copies of all labor and materials releases for all work performed under Site Development.

1.09 DISPOSAL AND CLEAN-UP

Remove all waste materials (including excavated material classified as unacceptable soil material), trash and debris generated or encountered during the course of landscape construction, and legally dispose of it. During the course of the work, remove surplus materials from the site and leave premises in a neat and clean condition.

PART 2 – EXECUTION

2.01 PROTECTION

Keep all plant material delivered to site watered and in healthy condition.

2.02 INSTALLATION

Detailed layout of plants within the planting areas shall be performed by Contractor and approved by the Landscape Designer and Owner prior to planting.

Soil excavated from planting holes shall be amended to backfill around trees and shrubs using the mixture shown in planting details per plans.

PART 3 – SOIL PREPARATION AND FINISH GRADING

3.01 SCOPE OF WORK

- A. Provide all materials and equipment, and perform all work necessary for and incidental to the soil preparation and finish grading of all planting and lawn areas as shown on plans, as reasonably implied, or as delineated in the specifications.
- B. Furnishing, placement and grading of topsoil for backfilling of planters if required.
- C. Cleaning and finish grading of planter areas and planting areas.

3.02 TOPSOIL

- A. Topsoil imported to site for use as fill, backfill in planters and mounding, shall be sandy textured. Silt plus clay content of this soil shall be no greater than 15% by weight. The boron content of this soil shall be no greater than 1 part per million as measured on the saturation extract. The sodium absorption ratio (SAR) shall not exceed 3.0 millimhos per

centimeter at 25 C. In order to ensure conformance, soil analysis and recommendations are required.

3.03 SOIL AMENDMENTS

All soil amendments shall be as specified in the Agronomic Suitability/Fertility soils report furnished by the Contractor.

3.04 SOIL PREPARATION FOR PLANTING BEDS

- A. After rough grades have been established, prepare all lawn and planting areas by tilling or cross ripping to a depth of 12". All rock and debris more than 2" in diameter shall be removed from the site, except for areas that are to be sodded, in which all rocks and debris more than 1" in diameter shall be removed.
- C. Incorporate evenly into the soil the soil mix shown in planting bed detail, as well as soil amendments recommended in Agronomic soils report. Water to saturate and compact prior to planting.

3.05 FINISH GRADING

After rototilling operations are complete, grade areas to establish finish grades for planting. All flow lines shall be maintained and proper tolerances shall be met after settlement at the end of the project maintenance period. Finish grading shall leave surface of the ground uniformly smooth and free of abrupt grade change. Berms and swales shall be gradual, not to exceed 3:1 slope at any point.

3.06 ROCK MULCH

Following planting, mulch shall be applied to depth and as indicated in plans and details. Staging areas shall be approved by Owner's Representative prior to delivery. Weed barrier shall be installed where indicated per manufacturer's instructions. Unions shall overlap by 12" minimum. Weed barrier shall be pinned per details where rock screenings are utilized.

PART 4 – TREES AND SHRUBS

4.01 SCOPE OF WORK

Provide all material, equipment, and labor necessary to install all trees and shrubs as shown on plans, as reasonably implied and as delineated in the specifications.

4.02 PRODUCTS

- A. Nomenclature – Plant names indicated on the drawings conform to the “Standard Plant Names” established by the American Joint Committee on Horticulture.
- B. Condition – Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy, normal root systems, well-filling their container, but not to the point of being root bound. Plants shall not be pruned at any time unless indicated in plans, and in no case shall trees be topped.
- C. Trees and shrubs shall be grown at a recognized nursery in accordance with good horticulture practices and shall be of the size and caliper normally associated with the container size specified on plans. All tags, labels, nursery stakes and ties shall be removed. Trees shall have a single leader unless otherwise indicated in plans.
- D. All plant material delivered to the site showing signs of damage or disease or is insufficient in size to carry out the intent of the planting plan will not be accepted and will be replaced at Contractor’s expense.
- E. Sizes of Plants – Container stock shall have been grown in containers for at least one year, but not over two years.
- F. Substitutions - All plants designated in plans may be found at one or a combination of the following nurseries, among others: Sierra Vista Growers, Mountain States Wholesale Nursery, Sunland Nursery, Production Growers, and Enchanted Gardens. Substitutions for indicated plant material will be permitted ONLY if substitute materials are approved in advance by the Landscape Designer, and are made at no additional cost.
- G. If applicable, stake all trees immediately after planting to prevent wind damage.

4.03 SOIL AMENDMENT

Soil amendments shall be as recommended in the Agronomic soils report.

4.04 TREE STAKES

Trees shall either be staked according to standard horticultural practice, or guaranteed by contractor for upright growth for a period of one year.

4.05 PRUNING

Prune trees according to accepted arboricultural practices, as published by the International Society of Arboriculture, if the following conditions occur:

If trees or shrubs have dead or crossing limbs.

If trees or shrubs are impeding pedestrian or vehicular passage.

PART 5 – LANDSCAPE MAINTENANCE

5.01 SCOPE OF WORK

Provide all materials, labor and equipment necessary for, or incidental to, performing all maintenance requirements as reasonably implied or as delineated in the specifications including, but not limited to the following:

Maintain all plants and planted areas in healthy, weed-free, debris-free condition. Maintain irrigation schedule and regulate water application.

5.02 GENERAL

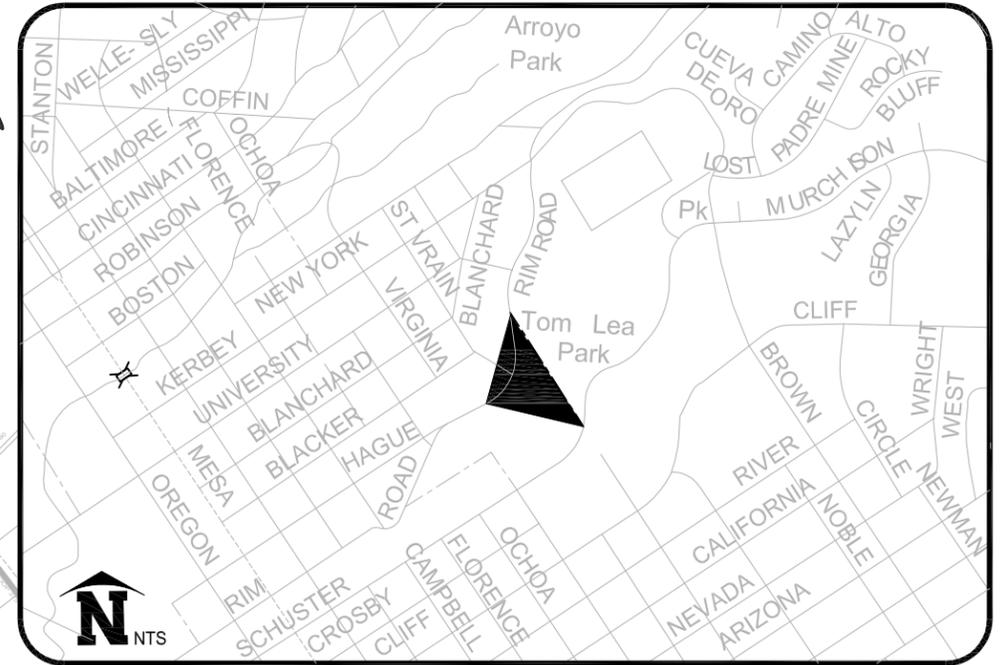
Maintenance shall start immediately after landscape irrigation and planting.

Maintain all plants and planted areas on a continuous basis as they are installed during the progress of the work, and continue to maintain them until final acceptance of total project. Replace any dead or dying plants as directed by the Landscape Designer and Owner's Representative.

Should plants die due to timer/controller issues prior to project acceptance, contractor shall replace plants in order to achieve substantial completion. This shall be true regardless of reasons behind timer/controller failure.

- A. Irrigation: Operate irrigation system on an established program to maintain all plants and planted areas in a healthy condition. Irrigation system run-off shall be kept to a minimum. Damage to irrigation system resulting from maintenance personnel shall be repaired to original condition at no cost to the Owner. Failure of any part of the irrigation system shall be brought to the attention of the Landscape Designer/Licensed Irrigator. No repairs other than emergency repairs shall be accomplished without permission from the Landscape Designer/Licensed Irrigator.
- B. Weed Control: Keep all planted areas free of weeds and debris by cultivating areas at intervals not to exceed 10 calendar days. The Contractor may elect to remove such concentrations of weeds manually or by an approved herbicide program.
- C. Pest Control: Spray all plants and planted areas at beginning of maintenance program and as may become necessary thereafter by an approved method of pest control, to keep all plants and planted areas free of insects and disease. Method shall be reviewed by the Landscape Designer/Licensed Irrigator prior to any applications. Pest control shall include Gopher control.
- D. Pruning: Prune all plants only as required in specifications.
- E. Remove trash weekly. Edge ground cover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.

El Paso



TOM LEA UPPER PARK IMPROVEMENTS
LOCATION MAP



PROJECT LOCATION

DESCRIPTION

SHEET NO.

COVER	C-1
GENERAL NOTES	C-2
SITE LOCATION	C-3
SWPPP	C-4
LANDSCAPE AND IRRIGATION PLAN	L-1
LAND/IRRIGATION DETAILS	L-2
LANDSCAPE AND IRRIGATION NOTES	L-3



APPROVED AS FINAL

MONICA LOMBRANA, A.A.E. _____ Date
Director of Capital Improvements

JAVIER REYES, P.E. _____ Date
Engineer Division Manager

MR. TRACY NOVAK _____ Date
Parks and Recreation Director

**NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP)
ROUND II**

TOM LEA PARK IMPROVEMENTS

FUNDED BY: 2012 QUALITY OF LIFE BOND

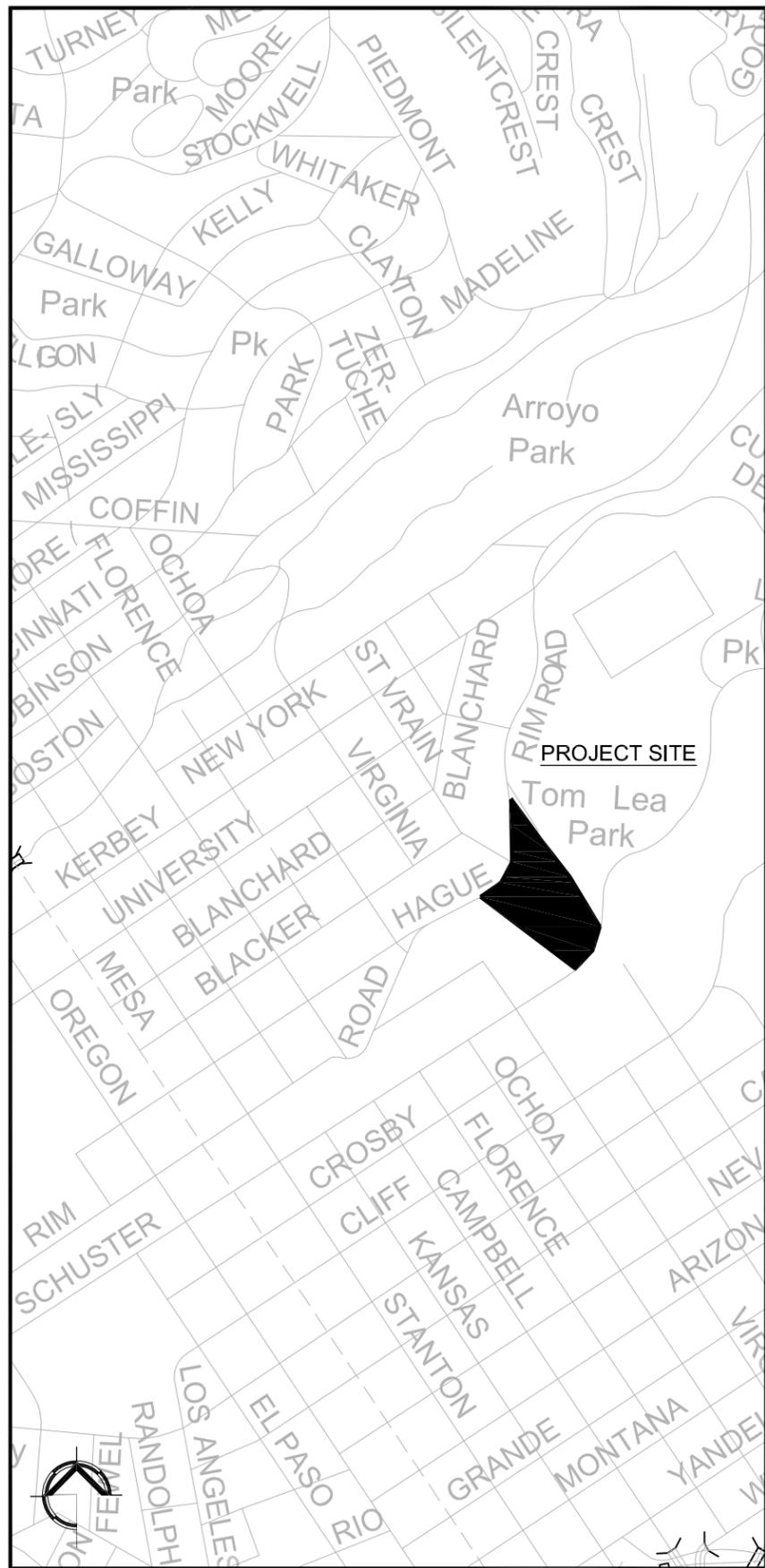
THE CITY OF EL PASO, TEXAS
**CAPITAL IMPROVEMENTS
DEPARTMENT**

WORKING TOGETHER, BUILDING FOR THE FUTURE
218 N. CAMPBELL ST. 2nd FLOOR
EL PASO, TX. 79901

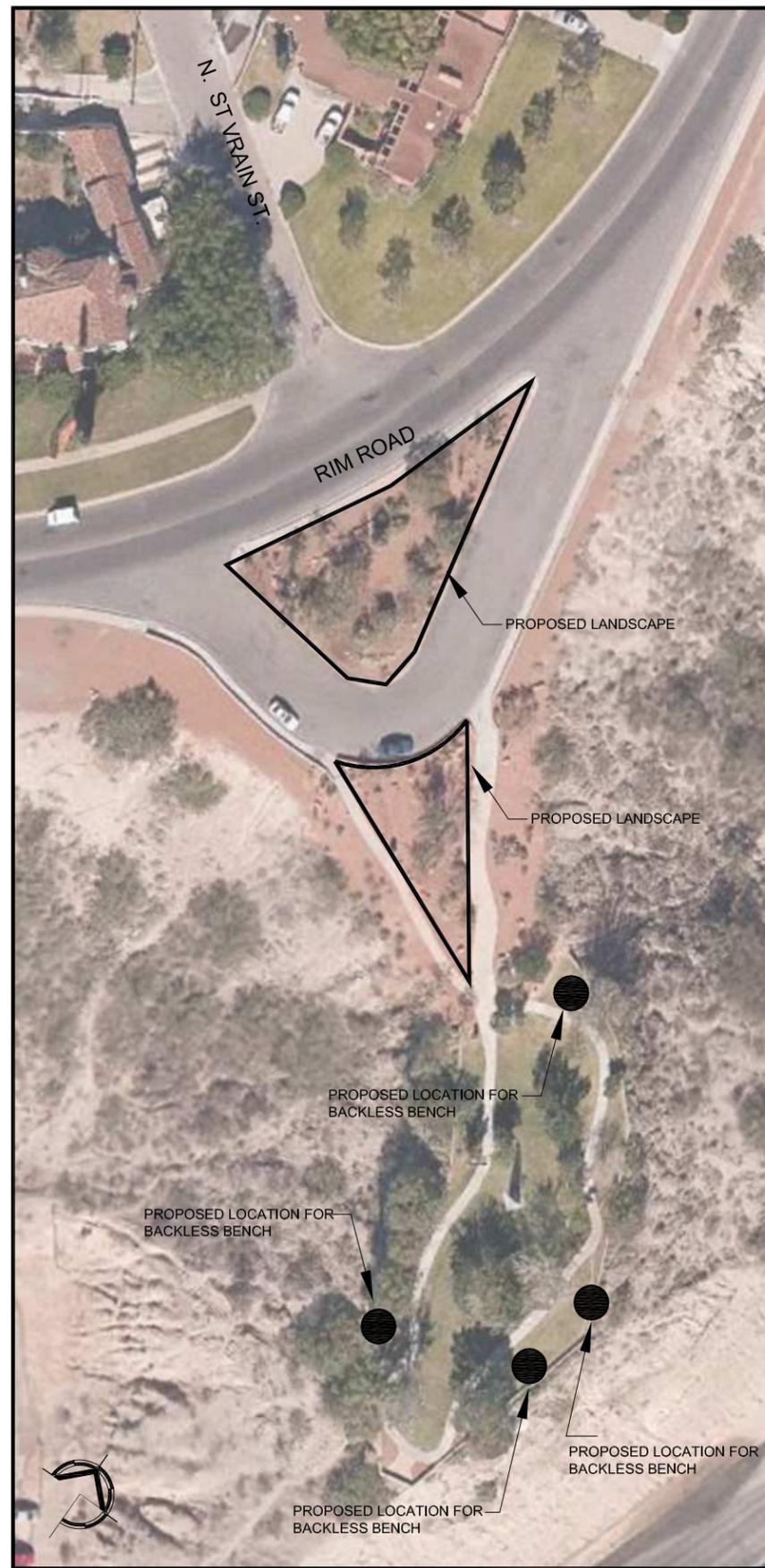
TELEPHONE : 915 - 212 - 0065



NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP) - ROUND II
TOM LEA UPPER PARK IMPROVEMENTS



LOCATION MAP
NTS



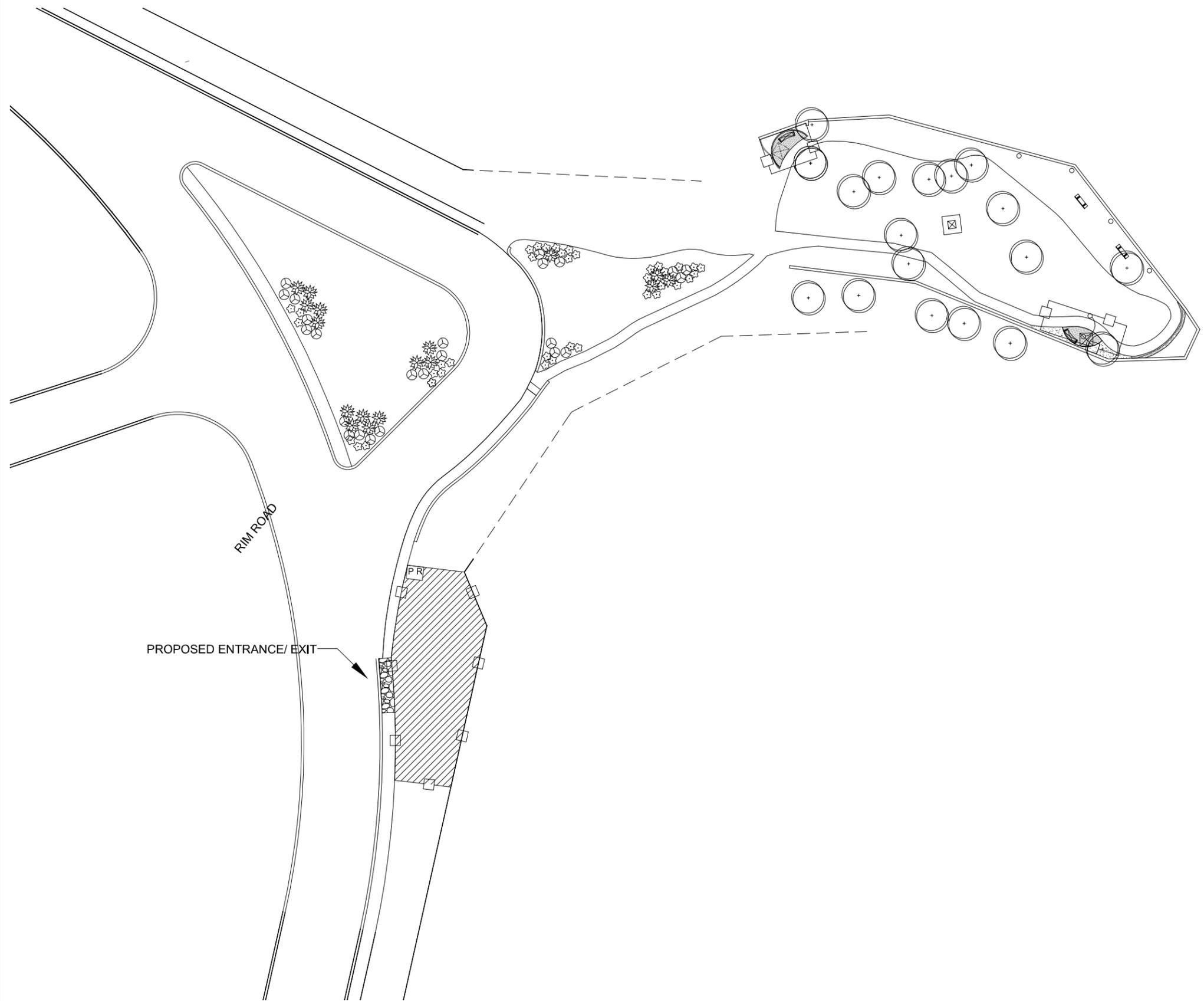
APPROXIMATE LOCATION OF IMPROVEMENTS
NTS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

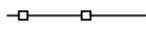
ALBERTO HERNANDEZ-BARDAN
118981

APRIL 2016

REFERENCES - BENCHMARKS	DATE	BY
SCALE	DATE	BY
PROJECT NAME	DATE	BY
CITY OF EL PASO ENGINEERING	DATE	BY
CITY OF EL PASO ENGINEERING	DATE	BY
SHEET TITLE	DATE	BY
TOM LEA UPPER PARK IMPROVEMENTS SITE LOCATION	DATE	BY
SHEET	DATE	BY
C-3 OF C-4	DATE	BY



LEGEND

-  TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/ EXIT (CONTRACTOR TO COORDINATE FINAL LOCATION WITH COEP)
-  TEMPORARY CHAINLINK FENCE WITH SILT FENCE
-  PRELIMINARY STAGING AREA (CONTRACTOR TO COORDINATE FINAL LOCATION WITH COEP)
-  PROPOSED LOCATION FOR PORTABLE RESTROOM

REFERENCES - BENCHMARKS

DATE	REVISIONS	BY

SCALE

HOR.	VER.	DWG.	DATE	DESIGN BY	ESSCO	DRAWN BY	ESSCO	CHECK BY	ESSCO	APPD. BY	ESSCO
			APRIL 2016								

PROJECT NAME
**CITY OF EL PASO
 NIP ROUND II**

**CITY OF EL PASO
 ENGINEERING**



GENERAL NOTES:

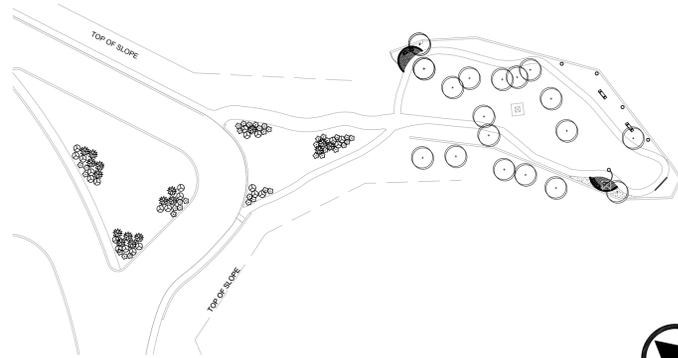
1. CONTRACTOR SHALL BACKFILL ALL TRENCHES BY THE END OF THE DAY. EXCAVATION FOR THE INSTALLATION OF BENCHES SHALL BE BACKFILLED OR COVERED BY THE END OF THE WORKING DAY.
- 2.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE THE GRASS AREA, LANDSCAPE, SIDEWALK, EXISTING ROCKWALL AND ALL EXISTING STRUCTURES OF THE PARK IF THEY ARE DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
4. ALL COSTS ASSOCIATED WITH THE MATERIALS AND INSTALLATION OF THE SWPPP PLAN SHALL BE SUBSIDIARY TO THE INSTALLATION OF THE BENCHES.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

ALBERTO HERNANDEZ-BARDAN
 118981
 APRIL 2016

SHEET
C-4 OF **C-4**

SHEET TITLE
TOM LEA UPPER PARK IMPROVEMENTS
 SWPPP



PLAN OVERVIEW



LANDSCAPE PLAN - PARTIAL

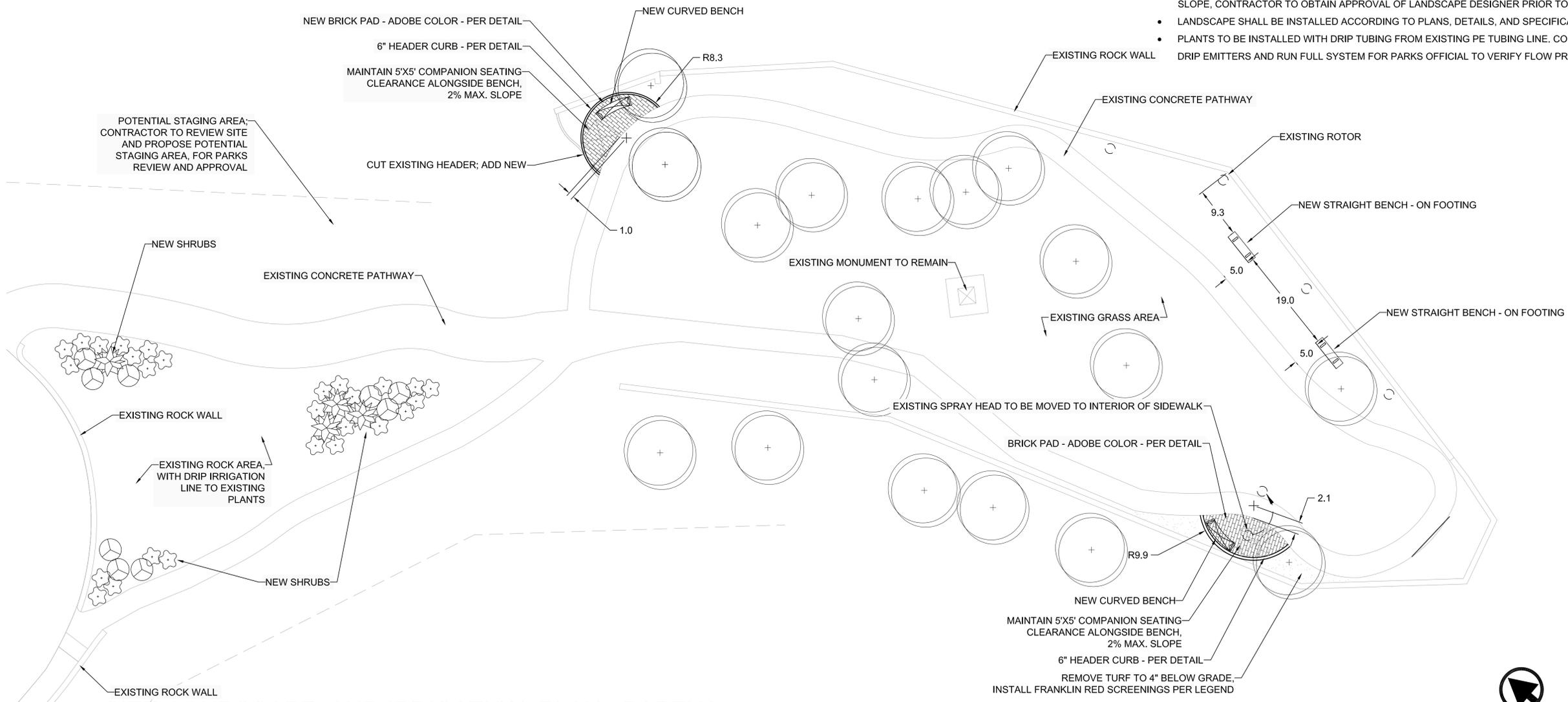


LANDSCAPE LEGEND

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY
(+)	EXISTING TREE TO REMAIN		
5 GALLON SHRUB - LOCATIONS TO BE ADAPTED TO SITE - APPROVED BY DESERT ELEMENTS PRIOR TO PLANTING			
(*)	LYNN'S LEGACY SAGE	LEUCOPHYLLUM FRUT. 'LYNN'S LEGACY'	20
1 GALLON SHRUB - LOCATIONS TO BE ADAPTED TO SITE - APPROVED BY DESERT ELEMENTS PRIOR TO PLANTING			
(*)	TRAILING ROSEMARY	ROSMARINUS OFF. 'PROSTRATA'	24
(*)	POWIS CASTLE	ARTEMISIA 'POWIS CASTLE'	42
SITE FURNISHINGS: PROVIDE SELECTED OR APPROVED EQUAL			
(B)	BELSON T5160 CURVED CONCRETE BENCH OR APPROVED EQUAL. COLOR WEATHERSTONE/ FRENCH GREY. INSTALL PER DETAIL AND MANUFACTURER'S RECOMMENDATIONS CONTRACTOR TO COAT BENCH W/ GRAFFITI COATING, PER SPECIFICATION		2
(C)	BELSON T5026-CUS7 6' CURVED CONCRETE BENCH, OR EQUAL. COLOR WEATHERSTONE/ FRENCH GREY. INSTALL PER DETAIL AND MANUFACTURER'S RECOMMENDATIONS INSTALL FOOTING, PER DETAIL CONTRACTOR TO COAT BENCH W/ GRAFFITI COATING, PER SPECIFICATION		2
ROCK MULCH			
(M)	REPLACE DISTURBED AREAS AFTER PLANTING/BENCH PLACEMENT W/ FRANKLIN RED SCREENINGS OR APPROVED EQUAL, 3" DEPTH. ASSUME 100 SF FOR BIDDING PURPOSES.		

LANDSCAPE NOTES

- ALL UTILITY EASEMENTS SHALL BE MARKED PRIOR TO EXCAVATION, AND PARTICULAR ATTENTION PAID TO TREE PLACEMENT WITHIN AND THROUGHOUT SITE.
- CONTRACTOR SHALL PROVIDE ROCK SAMPLES AND OBTAIN APPROVAL FROM OWNER PRIOR TO FINAL DELIVERY OF QUARRIED MATERIALS.
- CONTRACTOR TO PAY CLOSE ATTENTION TO FINISH GRADES. SHOULD GRAVELLED AREAS EXCEED 4:1 SLOPE, CONTRACTOR TO OBTAIN APPROVAL OF LANDSCAPE DESIGNER PRIOR TO MULCH INSTALLATION.
- LANDSCAPE SHALL BE INSTALLED ACCORDING TO PLANS, DETAILS, AND SPECIFICATIONS.
- PLANTS TO BE INSTALLED WITH DRIP TUBING FROM EXISTING PE TUBING LINE. CONTRACTOR TO INSTALL DRIP EMITTERS AND RUN FULL SYSTEM FOR PARKS OFFICIAL TO VERIFY FLOW PRIOR TO BURIAL.



SITE, LANDSCAPE, AND IRRIGATION PLAN - PARTIAL



4/6/16

FILE: /XXXXXXXX/FILE NAME.DWG
 DESIGN BY: jba
 DRAWN BY: jba
 CHECKED BY: ch

REVISIONS:
 DESCRIPTION:
 DATE:

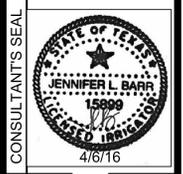


TOM LEA PARK IMPROVEMENTS

LANDSCAPE & IRRIGATION PLAN

L-1
 SHEET 1 OF 3

REVISIONS:	DESCRIPTION:
DATE:	



TOM LEA PARK IMPROVEMENTS

LAND/IRRIGATION DETAILS

BENCH NOTES:

- CONTRACTOR TO PROPOSE METHOD OF BENCH DELIVERY/INSTALLATION, SO AS NOT TO DISTURB SOD.
PARKS TO APPROVE PRIOR TO DELIVERY/INSTALL.

Model # TF5160

111 North River Road
North Aurora, IL 60542
Phone: (800) 323-5664
Fax: (830) 897-5573
sales@belson.com

Dimension Sheet

Curved Precast Concrete Bench

2.2 MATERIALS

A. Portland Cement: ASTM C150 specifications for Portland Cement

B. Aggregates: All aggregates to meet ASTM C33 specifications, to be cleaned of foreign matter and properly graded to size.

C. Coloring: All Precast products for this project shall be of one manufacturer.

Size: 74 3/4" x 18" x 16"

Weight: 420 lbs.

Material: Reinforced Precast Concrete.

Reinforcing: 3/8" Dia. steel rebar.

Hardware: (4) - 1/2" Dia. threaded inserts.

Anchoring: Optional.

Maintenance: Periodically rinse with water & mild detergent, and re-seal annually.

Packaging: Banded to pallet. One piece construction.

www.belson.com

BENCH NOTES:

- CONTRACTOR TO PROPOSE METHOD OF BENCH DELIVERY/INSTALLATION, SO AS NOT TO DISTURB SOD.
PARKS TO APPROVE PRIOR TO DELIVERY/INSTALL.

Model # TF5026

111 North River Road
North Aurora, IL 60542
Phone: (800) 323-5664
Fax: (830) 897-5573
sales@belson.com

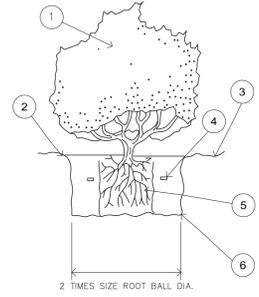
Dimension Sheet

6' BACKLESS CONCRETE BENCH

www.belson.com

CURVED BENCH

NOT TO SCALE



- LEGEND**
- SHRUB OR VINE PER PLAN
 - EARTH WATERING BASIN (COVER WITH SPECIFIED MULCH ON PLAN).
 - FINISH GRADE
 - 7 GRAM PLANT TABLETS
1 GAL = 3, 5 GAL = 6, 10-15 GAL = 9
 - ROOTBALL (SET CROWN FLUSH WITH FINISH GRADE) COVER 2" SPECIFIED MULCH.
 - UNDISTURBED NATIVE SOIL

EXCAVATE AND REPLACE WITH SAME SOIL. REMOVE STONES 2" OR LARGER.

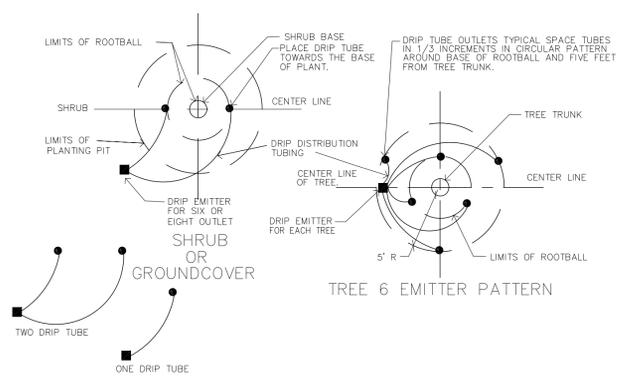
- GENERAL NOTES:**
- TREES PLANTED IN ROCKY, CALICHE AND CLAY SOILS TO HAVE PIT EXCAVATED 5 TIMES THE SIZE OF THE ROOTBALL.
 - TREES PLANTED IN ROCKY, CALICHE AND CLAY SOILS TO HAVE 1/3 TO 1/2 TOP SOIL BLENDED WITH CLAY SOIL AND USED AS BACKFILL.
 - TREES PLANTED IN ROCKY SOIL ARE TO HAVE ALL ROCKY MATERIAL LARGER THAN 1" IN SIZE REMOVED.

SHRUB PLANTING DETAIL

NOT TO SCALE

STRAIGHT BENCH

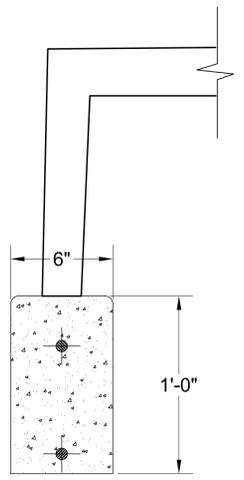
NOT TO SCALE



NOTE: PLACE PVC RISER, EMITTER AND BOX ON THE WEST SIDE OF THE TREE'S OR TRUNK, FIVE FEET FROM THE BASE OF TRUNK.

EMITTER OUTLET PLACEMENT DETAIL

NOT TO SCALE



FOOTING NOTES:

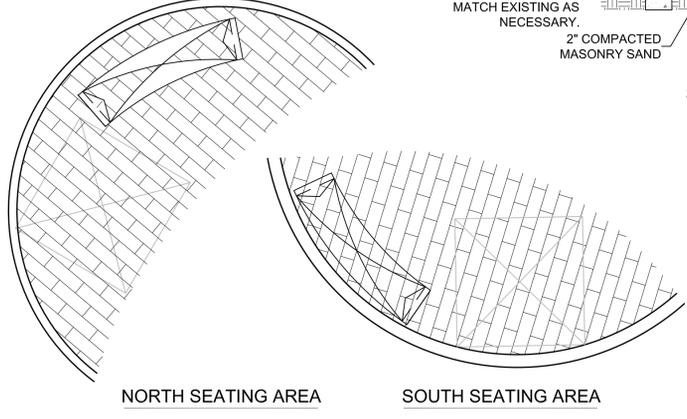
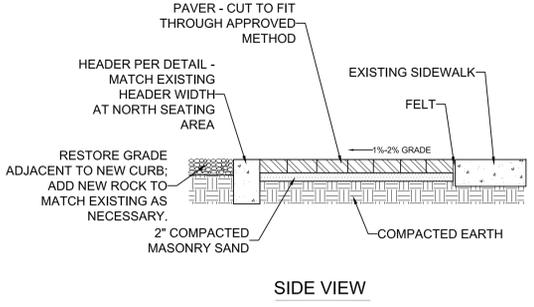
- BENCH FOOTING SHALL BE 3,000 PSI CONCRETE STRENGTH.
- FOOTINGS HAND POURED AND PLACED SHALL INCLUDE:
 - 2 CONTINUOUS #4 REBARS.
 - WITH 1/2 INCH EXPANSION JOINTS EVERY 20.0 FEET AND CONTROL JOINTS EVERY 5.0 FEET, AND A BROOM FINISH.
- EXTEND FOOTING 4" BEYOND 18" BENCH FOOTING
- POUR FOOTING ONLY ONCE BENCH IS PRESENT; TOP OF FOOTING TO BE EVEN W/ PAIRED FOOTING FOR EVEN BENCH INSTALLATION

CONCRETE HEADER AROUND BRICK/ CONCRETE FOOTING FOR BENCH

NOT TO SCALE

CONCRETE PAVER NOTES:

- CROSS SLOPE TO BE 1-2% GRADE AWAY FROM SIDEWALK
- PAVERS TO BE 3.25" X 7.5" X 2.5", CONCRETE, ADOBE COLOR W/ BEVELED EDGE - BY ACME OR APPROVED EQUAL
- PAVERS TO BE INSTALLED IN RUNNING BOND PATTERN OF FOOTING TO BE EVEN W/ PAIRED FOOTING FOR
- POUR FOOTING ONLY ONCE BENCH IS PRESENT; TOP OF FOOTING TO BE EVEN W/ PAIRED FOOTING FOR



BRICK PAD INSTALLATION

NOT TO SCALE

04/29/16

FILE: Essco\TierradelEste\Tierradel Este-LAND.DWG
DESIGN BY: JBA
DRAWN BY: CH
CHECKED BY: JBA

REVISIONS: DESCRIPTION: DATE:

CONSULTANT'S SEAL



TOM LEA IMPROVEMENTS

LANDSCAPE & IRRIGATION NOTES

L-3

SHEET 3 OF 3

GENERAL NOTES

- * CONTRACTOR SHALL BE FAMILIAR CITY OF EL PASO PARKS AND RECREATION DESIGN AND CONSTRUCTION STANDARDS MANUAL, AND SHALL ADHERE TO ALL REQUIREMENTS THERIN.
- * CONTRACTOR SHALL BE FAMILIAR WITH PLANS, DETAILS AND SPECIFICATIONS AS THEY PERTAIN TO THE SITE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER'S REPRESENTATIVE/LANDSCAPE DESIGNER AND PARKS DEPARTMENT IF ANY ITEMS CONTAINED WITHIN THE SCOPE OF WORK DEFINED HEREIN ARE IN CONFLICT WITH PROPOSED CONTRACT.
- * EXISTING UTILITY LINES ARE TO BE BLUE STAKED PRIOR TO EXCAVATION. CHECK AND FIELD VERIFY ALL SITE CONDITIONS, UTILITIES AND SERVICES PRIOR TO EXCAVATION. CALL FOR BLUE STAKING, 1-800-DIG-TESS.
- * CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS.
- * CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCING WORK, I.E. BUILDING PERMIT, GRADING, SWP3, IRRIGATION, ETC.
- * CONTRACTOR SHALL MEET ALL APPLICABLE ADA AND TAS REQUIREMENTS FOR ACCESS TO SIDEWALKS, PLAZAS, PLAYGROUND, BASKETBALL COURT, ETC. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT RUNNING SLOPE «5%), CROSS-SECTION «1.5%) AND FINISHED SURFACE TEXTURE COMPLY WITH ACCESSIBILITY REQUIREMENTS.
- * CONTRACTOR IS RESPONSIBLE TO INSURE THAT PROJECT AREA IS FENCE-IN THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT. FENCE IS REQUIRED TO BE MINIMUM OF 6 FEET HIGH CHAIN LINK FENCE MAINTAINED IN A STABLE AND SECURE CONDITION.
- * CONTRACTOR SHALL PROTECT ALL CONCRETE WORK TO AVOID VANDALISM OR DAMAGE DURING CURING TIME; ANY DAMAGE DONE TO THE CONCRETE DUE TO VANDALISM DAMAGE MUST BE RESTORED TO GOOD FINISHED QUALITY APPEARANCE.
- * CONTRACTOR IS RESPONSIBLE TO MAINTAIN SITE CLEAN AND FREE OF CONSTRUCTION DEBRIS. DAILY CLEAN-UP OF SITE WILL BE REQUIRED TO BE PROVIDED BY CONTRACTOR, NO STOCK PILLING OF CONSTRUCTION DEBRIS WILL BE PERMITTED ON SITE.
- * CONTRACTOR IS RESPONSIBLE TO INSURE THAT CONSTRUCTION EQUIPMENT WILL NOT BE CLEANED AT THE SITE UNLESS PROPER CONTAINERS ARE PROVIDED STORE WASTE. THIS INCLUDES MORTAR, CONCRETE, ROCK, SURFACING, ETC.; WASTE MATERIAL MUST BE REMOVED FROM SITE ON A DAILY BASIS.
- * CONTRACTOR IS RESPONSIBLE TO INSURE THAT ANY CONSTRUCTION MASONRY MATERIALS THAT ARE HAND MIXED AT JOB SITE ARE DONE IN AN APPROPRIATE CONTAINER AND ANY SPILLAGE IS CLEANED AND REMOVED IMMEDIATELY .
- * ALL CONCRETE SHALL BE 3600 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
- * DAMAGED TO EXISTING UTILITY LINES, CAUSED BY CONTRACTORS ACTIVITY SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL EXPENSE.
- * ALL EXPANSION JOINT MATERIAL SHALL BE 1/2" THICK. INTERRUPT WIRE MESH AT EXPANSION JOINT ONLY.

PLANTING NOTES

GENERAL

- * SCOPE: WORK COVERED IN THESE NOTES CONSISTS OF THE PLANTING OF SHRUBS, SHRUBS, AND MULCHING, INCLUDING THE FURNISHING OF ALL LABOR, EQUIPMENT, MATERIALS AND PERFORMING ALL WORK IN CONNECTION WITH THE DRAWINGS AND SPECIFICATIONS.

PROTECTION

- * PROTECTION OF PERSONS AND PROPERTY: CONTRACTOR IS TO BARRICADE OPEN EXCAVATIONS OCCURRING AS PART OF THIS WORK AND POST WITH WARNING LIGHTS OR OTHER WARNING MEASURES AS NECESSARY. PROTECTION OF EXISTING SHRUBS, TREES AND OTHER PLANT MATERIALS IS ALSO TO BE INCLUDED.
- * PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY EARTHWORK OPERATIONS. ALL DAMAGES THAT MAY OCCUR DURING THIS PHASE OF WORK SHALL BE THE CONTRACTOR'S FINANCIAL RESPONSIBILITY.

GRADING

- * FINE GRADING: DISTURBED AREAS SHALL BE RAKED FREE OF STONES (1/2" AND ABOVE) AND EXTRANEOUS MATERIALS AND DEBRIS TO A SMOOTH AND EVEN TEXTURE. ALL EXTRANEOUS MATTER WILL BE DISPOSED OF BY CONTRACTOR.

PLANTINGS

- * PLANT MATERIAL SUBSTITUTIONS SHALL NOT BE MADE WITHOUT THE WRITTEN PERMISSION OF THE PARKS DEPARTMENT/LANDSCAPE DESIGNER. THE USE OF MATERIALS DIFFERING IN KIND, QUALITY OR SIZE FROM THAT SPECIFIED WILL BE ALLOWED ONLY AFTER THE LANDSCAPE DESIGNER & PARKS DEPARTMENT IS CONVINCED THAT ALL MEANS OF OBTAINING THE SPECIFIED MATERIAL HAVE BEEN EXHAUSTED. AT THE TIME BIDS ARE SUBMITTED, THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS SPECIFIED. ALL REQUESTS FOR SUBSTITUTIONS MUST BE SUBMITTED NO LATER THAN 2 WEEKS PRIOR TO THE INITIATION OF WORK.
- * PLANT MATERIAL QUALITY, SIZE AND CONDITION SHALL BE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK, 1980 EDITION, AS PUBLISHED BY THE COMMITTEE ON HORTICULTURAL STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
- * ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY. ALL PLANTS SHALL HAVE NORMAL, WELL DEVELOPED BRANCHES AND VIGOROUS ROOT SYSTEMS. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM DEFECTS, DISFIGURING KNOTS, ABRASIONS OF THE BARK, SUNSCALED INJURIES, PLANT DISEASES, INSECT EGGS, BORES AND ALL OTHER FORMS OF INFECTIONS.
- * UNLESS OTHERWISE STATED ON THE DRAWINGS OR APPROVED BY OWNER'S REPRESENTATIVE, ALL PLANTS SHALL BE NURSERY GROWN AND SHALL BE TAGGED WITH NURSERY LABELS INDICATING SPECIES AND VARIETY.
- * NONCONTAINER GROWN PLANTS SHALL HAVE A SOLID BALL OF EARTH OF MINIMUM SPECIFIED SIZE AND HELD IN PLACE SECURELY BY BURLAP AND A STOUT TWINE OR ROPE. BROKEN OR LOOSE BALLS WILL BE REJECTED.
- * UNLESS SPECIFICALLY NOTED ON THE DRAWING, ALL TREES SHALL HAVE A SINGLE TRUNK THAT IS STRAIGHT AND FREE OF "DOG-LEGS" "CROOKS", "Y-CROTCHES", OR OTHER DISFIGURING SHAPES. THE CENTRAL LEADER OF ALL TREES SHALL NOT HAVE BEEN PRUNED. TREES WITH DOUBLE LEADERS ARE NOT ACCEPTABLE, UNLESS SPECIFIED AS MULTI-TRUNKED.
- * ALL PLANT MATERIAL SHALL HAVE A UNIFORM SHAPE AROUND ITS COMPLETE CIRCUMFERENCE PLANT MATERIAL WITH IRREGULAR BRANCHING PATTERNS OR WITH BRANCHING PATTERNS MORE HIGHLY DEVELOPED ON ONE SIDE THAN ON OTHER SIDES SHALL NOT BE ACCEPTABLE.

JOB SITE

- * THE LANDSCAPE DESIGNER WILL INSPECT PLANT MATERIAL AT A WHOLESALE NURSERY OF THE CONTRACTOR'S CHOICE PRIOR TO DELIVERY OF MATERIALS TO THE CONTRACTOR'S YARD. HOWEVER, AT NO ADDITIONAL EXPENSE TO THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAVEL EXPENSES INCURRED BY THE OWNER'S REPRESENTATIVE FOR ANY TRAVEL OUTSIDE OF THE LOCAL AREA.
- * THE CONTRACTOR SHALL BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY WORK OR MATERIALS, SUPPLIES AND EQUIPMENT ON THE JOB SITE CAUSED BY THE CONTRACTOR, ITS EMPLOYEES OR ANY PROJECT WITH THE OWNERS REPRESENTATIVE/OWNER.
- * LANDSCAPE DESIGNER AND PARKS STAFF SHALL BE THE JUDGE OF THE QUALITY AND ACCEPTABILITY OF ALL PLANT MATERIALS. ALL REJECTED MATERIAL SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND REPLACED WITH ACCEPTABLE MATERIAL AT NO ADDITIONAL COST TO OWNER.

MULCHING

- * ALL PLANTING BEDS SHOWN ON PLANS SHALL BE MULCHED. NO BEDS WILL BE LEFT UNCOVERED OR NOT TOP DRESSED, UNLESS OTHERWISE SPECIFIED.

CARE AND REPLACEMENT

- * ALL TREES SHALL BE GUARANTEED FOR THE PERIOD OF ONE FULL YEAR BEGINNING ON THE DATE OF FINAL ACCEPTANCE.

STEEL FABRICATION NOTES

- * CAST-IN-PLACE ANCHORS IN CONCRETE SHALL BE THREADED OR WEDGE, GALVANIZED FERROUS CASTINGS, ASTM A 27/1 27M CAST STEEL. PROVIDE BOLTS, WASHERS, AND SHIMS AS NEEDED, ALL HOT-DIP GALVANIZED PER ASTM F 2329.

IRRIGATION NOTES

GENERAL

IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, P.O. BOX 13087, AUSTIN, TX 78711-3087.

WORK UNDER THIS SECTION CONSISTS OF ALTERING THE EXISTING IRRIGATION SYSTEM AS SHOWN ON THESE PLANS, DETAILS AND SPECIFICATIONS. THE CONTRACTOR PERFORMING THIS WORK SHALL FURNISH ALL LABOR, EQUIPMENT, MATERIALS, INCIDENTAL WORK, AND PERMITS NECESSARY FOR THE COMPLETION OF THE IRRIGATION SYSTEM, EXCEPT FOR THOSE COMPONENTS SPECIFIED TO BE FURNISHED BY OTHERS.

- * ALL ROADWAY TTRAFFIC CONTROL SHALL BE PERFORMED AS NEEDED, TO THE CITY OF EL PASO STANDARDS FOR PUBLIC WORK CONSTRUCTION. THE CONTRACTOR SHALL PREPARE FOR THE OWNER AND OTHER REQUIRED ENTITIES HAVING JURISDICTION A TRAFFIC CONTROL PLAN AND A PROJECTED TIME SCHEDULE.

COMPLY WITH REQUIREMENTS OF THE I.P.C. AND ANY OTHER GOVERNMENTAL BODIES HAVING JURISDICTION.

- * ALL BACKFILL SHALL BE IMPORTED CLEAN MATERIAL. TRENCH IS TO BE EVEN WITH EXISTING GRADES AFTER COMPACTION. NO ORGANIC MATERIAL AND NO STONES IN BACKFILL LARGER THAN 1/2" IN DIAMETER.

TRENCH BACKFILL MATERIAL SHALL BE COMPACTED 85% PROCTOR DENSITY CONTRACTOR TO FLUSH ALL LINES PRIOR TO INSTALLING HEADS AND EMITTERS.

- * THE CONTRACTOR SHALL PREPARE AN ASBUILT MYLAR SET OF PLANS FOR THE OWNER.

COMPONENTS AND PRODUCTS

ALL COMPONENTS INSTALLED AS THE UNDERGROUND IRRIGATION SYSTEM ARE TO BE NEW AND IN GOOD WORKING ORDER AND WITHOUT FLAWS UNLESS OTHERWISE INDICATED ON THE PLANS, DETAILS AND SPECIFICATIONS.

- * IF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS DO NOT THOROUGHLY DESCRIBE THE METHOD OR TECHNIQUES TO BE USED FOR INSTALLATION, THE CONTRACTOR SHALL FOLLOW THE INSTALLATION METHODS RECOMMENDED BY THE PARKS DEPARTMENT AND /OR MANUFACTURER.

- * ALL PLANT MATERIALS INSTALLED SHALL HAVE THE AUTOMATIC IRRIGATION SYSTEM FULLY OPERABLE AT THE TIME OF PLANT INSTALLATION.

CARE AND REPLACEMENT

THE CONTRACTOR SHALL SUPPLY ALL WARRANTIES OF COMPONENTS OF THE IRRIGATION SYSTEM TO THE OWNER.

- * THE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN SATISFACTORY WORKING ORDER DURING THE TIME OF CONTRACT WORK.