



Vendor Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

BID NO. 2009-093

PROJECT MANUAL

FOR

**PAINTING AND REPAIR OF
1895 COURTHOUSE AND
TARRANT COUNTY JUSTICE CENTER**

**100 WEST WEATHERFORD STREET
FORT WORTH, TEXAS 76102**

**401 WEST BELKNAP STREET
FORT WORTH, TEXAS 76102**

**BIDS DUE MAY 27, 2009
2:00 P.M.**

Technical Specifications Prepared by

*Tarrant County Facilities Management
100 W. Weatherford Street
Fort Worth, Texas*

RFB NO. 2009-093

TABLE OF CONTENTS

SPECIFICATIONS	1 - 32
Pre-Bid Meeting	1
Opening Date, Time, Procedures.....	2
Contact Persons.....	3
Bond Requirements	5
Special Conditions of Contract.....	6 - 11
AIA/Supplemental Conditions	12 - 22
Weather Table.....	23
Prevailing Wage Rates.....	24 - 26
Sample Bonds/Sample Contract.....	27 - 32
TARRANT COUNTY HUB POLICY	33 – 36
DISADVANTAGED BUSINESS ENTERPRISES	37
DBE PARTICIPATION	38 – 39 *
VENDOR REFERENCES	40 – 41 *
PROPOSAL FORMS	
SIGNATURE FORM	42 *
BID FORMS CHECKLIST	43 – 44 *
BID PROPOSAL FORM(S)	45 – 46 *
TECHNICAL SPECIFICATIONS	47 – 53
ATTACHMENTS	

***NOTE: THESE PAGES MUST BE RETURNED WITH BID.**

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

PRE-BID CONFERENCE

All bidders are encouraged to attend a Pre-Bid Conference and Walk-Through of the Job-Site to be held:

DATE: FRIDAY, MAY 8, 2009

TIME: 10:00 A.M.

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102

RSVP: Vendors planning to attend the pre-bid conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Thursday, May 7, 2009.

Send RSVPs to Janel Rains at (817) 884-2629.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

Tarrant County is soliciting bids for furnishing the merchandise, supplies, services, and/or equipment set forth in this Bid Proposal.

ORIGINAL AND THREE (3) COPIES
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102
ON OR BEFORE MAY 27, 2009 AT 2:00 P.M.

All bids, including a "NO BID", are due in the Purchasing Department by the due date, in sealed envelopes or boxes. **All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt.** Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners' Court.

The Contractor is solely responsible for complying with the contents of the State of Texas House Bill 11, that became effective October 1, 1991, in regard to payment of taxes. Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

**JANEL RAINS, SENIOR BUYER FOR CONSTRUCTION
FAX: (817) 884-2629**

All documents relating to this RFB including but not limited to, the RFB document, questions, responses to questions, addenda and special notices will be posted under the Bid number on the RFP page the Tarrant County web site. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.

The deadline for receipt of all written questions shall be 12:00 (Noon), Fort Worth time, Friday, May 15, 2009.

CONSTRUCTION METHOD: Contractors will work under the direction and supervision of the Tarrant County Facilities Management Department who will act for the Owner as his representative in effecting the completion of the project.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Payments to Contractors and Suppliers will be prepared and processed by the Owner after the work and material have been approved by the Tarrant County Facilities Management Department and with Owner's voucher payable directly to the Contractor.

Invoices/Applications for Payment: Applications for payment shall be made on AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet. Upon completion of work, the contractor shall submit AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, and AIA Document G706A, Contractor's Affidavit of Release of Liens, to Owner. It is the intention of Tarrant County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided.**

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SUBSTITUTIONS: Whenever a material, article, or piece of equipment is identified on the drawings or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner, of equal substance and function. All equals shall be submitted to the Owner five (5) working days prior to bidding and no equal shall be purchased or installed by the Contractor without the Owner's written approval.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the County.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgement of the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.

Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, Reference Page, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BOND REQUIREMENTS

Bid Bond

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

Power of Attorney

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Bid Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SPECIAL CONDITIONS ON THE CONTRACT

1. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
2. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
3. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
4. **INSURANCE:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 1. Workers' Compensation — statutory
 2. Employer's liability — \$500,000
 3. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage — \$500,000
 4. Automobile liability:
 - a. Bodily injury — \$100,000 per accident or \$500,000 aggregate
 - b. Property damage — \$100,000 each occurrence
 5. Contractual liability — same limits as above.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
1. Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
 2. All certificates shall provide Tarrant County will receive an unconditional thirty days written notice in case of cancellation or any major change.
 3. As to all applicable coverage, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 4. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 5. The Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
 6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
5. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
6. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
7. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
8. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

9. **MATERIAL SUBSTITUTION:**
- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
 - B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.
10. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
11. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.
12. The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SPECIAL CONDITIONS

TWCC Rule 110.110

Workers' Compensation Insurance Coverage

A. Definitions:

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

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

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

- B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7)., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

THE AMERICAN INSTITUTE OF ARCHITECTS

**AIA DOCUMENT A201
January 1987 Edition**

**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION**

Articles 1 through 14 of the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition, inclusive of the referenced conditions are hereby made a part of the Contract Documents, the same as if printed in full and bound into each and every separate set. The General Conditions and all modifications listed hereinafter shall apply to the General Contract and all subcontracts.

The General Conditions Documents may be purchased from the following places:

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, DC 20026

Texas Society of Architects
2121 Austin National Bank Tower
Austin, TX 78701

AIA/Fort Worth
1425 8TH Avenue
Suite 100
Fort Worth, Texas 76104
Telephone: 817-927-2411
Fax: 817-927-2444

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, Telephone (512) 458-1363 has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

AIA-1

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SUPPLEMENTARY CONDITIONS

1. The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction," AIA Document A201 1987 Edition. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.
2. ARTICLE 1 GENERAL PROVISIONS: Add the following after paragraph 1.1.7:
 - 1.1.8 Miscellaneous Definitions
 - 1.1.8.1 Product: The term "product" as used in these Supplementary Conditions, includes materials, systems and equipment.
 - 1.1.8.2 "Not in Contract" Clause: Items indicated on Drawings as "N.I.C." or noted "Not in Contract", are shown for convenience only and are not a part of this Contract. Work denoted as "N.I.C." may be done prior to, during, or later than, the term of work for this Contract but under a separate contract. Refer to Contract Documents to determine extent of work under this Contract incidental to work "N.I.C." including, but not limited to, cutting, patching, fitting and connecting.
 - 1.1.8.3 Whenever the terms "or equal," "necessary," "suitable," "as directed," "when directed," "satisfactory," "approved," "inspected," "selected," or other general qualifying terms are used in the contract, they shall be construed as though followed by the words, "in the opinion of the Owner," or "by the Owner" as the case may be.
 - 1.1.8.4 Words like "install," "provide," "furnish," and "supply," shall be construed to include complete furnishing, installing and constructing, unless modified by additional information.
3. PARAGRAPH 1.3 OWNERSHIP AND USE OF ARCHITECTS'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS: Add the following after paragraph 1.3.1:
 - 1.3.1.1 Provided ARCHITECT is paid pursuant to the Architectural Services Contract, all ARCHITECT'S design and instruments of service under the Architectural Services Contract, including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of the OWNER; and ARCHITECT specifically waives and releases any proprietary rights or ownership claims therein.
4. ARTICLE 2 OWNER: Add the following after paragraph 2.1.1:
 - 2.1.1.1 Owner as used herein and throughout the Contract Documents refers to County of Tarrant as represented by:

Tarrant County Department of Facilities Management
100 West Weatherford Street
Fort Worth, Texas 76196
5. Delete Paragraph 2.1.2 in its entirety.
6. Delete Paragraph 2.2.1 in its entirety.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

7. Paragraph 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK: Modify paragraph 2.4.1:
- 2.4.1 In the 17th line delete the sentence "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect."
8. ARTICLE 3.4 LABOR AND MATERIALS: Add the following after paragraph 3.4.1:
- 3.4.1.1 Products are generally specified by ASTM or other reference standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. When only one product and manufacturer are specified, this is the basis of the Contract without substitution or exception.
- 3.4.1.2 After the Contract has been executed, the Owner and Consultants will consider a formal request for the substitution of products in place of those specified, under the following conditions:
- (a) When products are no longer available, the requests for proposed substitutions are submitted within 15 days after award of the Contract. Note: All requests submitted after expiration of this time limit shall be accompanied by a certified letter from the manufacturer that the specified product(s) is no longer available.
- (b) The request is accompanied by complete data on proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitutions with the products specified or named by Addenda with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.
- (c) The result is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract sum is to be a consideration.
- 3.4.1.3 Requests for substitution based on Clause 3.4.1.2 above, when forwarded by the Contractor to the Owner, are understood to mean that the Contractor:
- (a) represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- (b) will provide the same guarantee for the substitution that he would for that specified;
- (c) certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Owner's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently become apparent; and
- (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

- 3.4.1.4 Substitutions will not be considered if:
- (a) they are requested after expiration of specified time limit;
 - (b) they are indicated or implied on shop drawings submissions without the formal request required in Clause 3.4.1.3 above; or
 - (c) for their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

9. ARTICLE 3.6 TAXES: Add the following after paragraph 3.6.1:

- 3.6.2 This project qualifies for exemption from state and local sales tax pursuant to the provisions of Chapter 20, Title 122A of Texas Limited Sales, Excise and Use Tax Act. The Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract, by issuing to his suppliers an exemption certificate in lieu of the tax; said tax exemption certificate to comply with the State Comptroller of Public Accounts Ruling 95.0.09 as amended. Contractor is solely responsible for complying with the contents of State of Texas House Bill 11 that became effective October 1, 1991.

10. ARTICLE 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES: Add the following after paragraph 3.10.1:

- 3.10.1.1 Within 10 calendar days from date of the Notice to Proceed, the Contractor shall submit to the Owner a construction schedule covering the entire project.
- 3.10.1.2 The schedule shall be prepared utilizing the critical path method of scheduling. The schedule will show the contractor's plan for construction in sufficient detail to indicate the sequence of construction and planned dates for achieving major milestones.
- 3.10.1.3 A sufficient number of activities will be carried in the schedule so that each subcontract subdivision is represented and the planned start and completion of each subcontractor's work can be determined.
- 3.10.1.4 The schedule graphics are not required to be timescaled, however, a summary timescaled bar chart will be prepared, showing the major milestones, the start, completion, and duration of each subcontract. The "critical path" will be shown on the detailed schedule graphics.

11. ARTICLE 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES: following after paragraph 3.12.11:

- 3.12.12 Shop drawings and samples shall be dated and marked to show the names of the Project, Owner, Contractor, originating Subcontractor, manufacturer or supplier, and separate detailer if pertinent. Shop drawings shall completely identify specification section and locations at which material or equipment is to be installed. Reproductions of Contract Documents are acceptable as Shop Drawings only when specifically authorized in writing by the Owner.
- 3.12.13 Submission of shop drawings and samples shall be accompanied by one (1) copy of a transmittal letter containing Project name, Contractors' name, date, number of drawings and samples, title and other pertinent data.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

- 3.12.14 Submit one reproducible transparency and two prints of each shop drawing, including fabrication, erection, layout and setting drawings and such other drawings as required under various sections of the Specifications, until final approval is obtained. Submit five copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Where printed materials describe more than one product or model, clearly identify which is to be furnished.
 - 3.12.14.1 After shop drawings have been checked and corrections noted two (2) copies will be retained by the Owner, and the reproducible transparency will be returned to the Contractor for reproduction and distribution.
 - 3.12.14.2 Contractor is responsible for obtaining and distributing required prints of shop drawings to his subcontractors and material suppliers after, as well as before, final approval. Prints of reviewed shop drawings shall be made from transparencies which carry the Owner's appropriate signature.
 - 3.12.15 Submit samples(s) of each type, color, and finish of material and accessory as called for in the various sections of specifications. If color or pattern is not scheduled, specified or shown, submit manufacturer's entire line of standard colors and patterns.
 - 3.12.15.1 Submit all samples as soon as practical, but not later than 15 days after award of contract in order to facilitate color selections and coordination of the various materials.

Final color selections and release of shop drawings contingent upon color selection shall not be made until all samples have been submitted, coordinated and approved.
 - 3.12.15.2 Samples will be reviewed by the Owner for appearance, color, pattern, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
 - 3.12.15.3 Transportation charges to the Owner's office shall be prepaid on all samples forwarded.
12. Delete paragraph 4.1.4 in its entirety.
13. ARTICLE 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT: Modify paragraph 4.2.1:
- 4.2.1 In the 2nd line after the word Documents, delete the remainder of the sentence "and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence from time to time during the correction period described in Paragraph 12.2."

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

14. ARTICLE 4.3.7 CLAIMS FOR ADDITIONAL COST: Add the following after paragraph 4.3.7:

4.3.7.1 Request for changes in the work shall be submitted in the form of a lump sum proposal with an itemized breakdown of all increases or decreases in the cost of the Contractor's and all subcontractors' work, in at least the following detail:

Material quantities and unit costs

Labor costs (identified with specific item of material to be placed or operation to be performed)

Construction equipment

Workmen's compensation and public liability insurance

Overhead

Profit

Employment taxes under FICA and FUTA

15. ARTICLE 4.4 RESOLUTION OF CLAIMS AND DISPUTES: Modify paragraph 4.4.4:

4.4.4 In the 5th line after the words shall be, delete the remainder of the paragraph "final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy."

In the 5th line after the words shall be add, "advisory only."

16. ARTICLE 4.5 ARBITRATION: Delete entire section plus all other arbitration clauses which may appear elsewhere in this document. Add the following revised article:

DISPUTES

4.5.1 Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Owner, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Owner shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Owner a written appeal addressed to the Commissioners Court. The decision of the Commissioners Court or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Owner's decision.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

- 4.5.2 This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
17. ARTICLE 6.2 MUTUAL RESPONSIBILITY: Add paragraph 6.2.7 and all the following new paragraphs:
- 6.2.7 Should the Contractor delay or otherwise cause damage to the work or property of any separate contractor on the Project, he agrees to assume the responsibility and liability for such damage, and such separate contractor may assert his claim against the contractor as third party beneficiary hereunder. The Contractor shall, upon due notice, settle with such other separate contractor by agreement, if he will so settle.
- 6.2.8 Should such separate contractor make a claim against the Owner or General Contractor or sue the Owner or General Contractor on account of the damage alleged to have been so sustained, the Contractor agrees that he will hold the Owner and General Contractor harmless against any such claim or suit, and that he will reimburse to the Owner or General Contractor the cost of defending such suit, including a reasonable attorney's fee, and if any judgment against the Owner or General Contractor arises therefrom, the Contractor shall pay or satisfy it and shall pay all costs incurred by the Owner or General Contractor.
- 6.2.9 Should the Contractor be caused damage by any separate contractor on the work, by reason or such separate contractor's failure to perform properly under his contract with the Owner no action will lie against the Owner, and the Owner shall have no liability therefore, but the Contractor may assert his claim for damages against such separate contractor as a third party beneficiary under the contract between separate contractor and the Owner.
18. Paragraph 6.3 OWNER'S RIGHT TO CLEAN UP: Modify paragraph 6.3.1:
- 6.3.1 In the 6th line after the words responsible as the, delete the word "Architect."
In the 6th line after the words responsible as the, add the word "Owner."
19. Paragraph 7.4 MINOR CHANGES IN THE WORK: Modify paragraph 7.4.1:
- 7.4.1 In the 1st line after the word authority, add "through the Owner."
20. ARTICLE 8.3 DELAYS AND EXTENSIONS OF TIME: Add the following after paragraph 8.3.1:
- 8.3.1.1 Contractor shall not request additional time to complete the project because of delay occurring on Sundays or holidays. Neither shall he request additional time for Saturday delays except and unless he can show proof of normally working on Saturdays in order to complete the work on time.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

8.3.1.2 Anticipated Normal Weather Days: The time estimated by the Contractor for completion of the entire work ready for use shall include the number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather will be allowed until and unless such delays exceed the time included for normal weather delays. In case of claims for extension of time because of abnormal inclement weather, such extension of time shall be granted only because such abnormal inclement weather prevented the execution of major items of work on normal working days. A weather table reflecting the meteorological data from the Fort Worth area is given following the Supplementary Conditions and will be used to determine contract time extensions due to abnormally inclement weather. For the purpose of this contract, "abnormal inclement weather" will be interpreted as the number of days in excess of the normal on which rainfall exceeds 0.01 inch or snow/ice pellets exceed 1.0 inch. Extension of time to complete the project will be based on actual working days, i.e. Saturdays, Sundays, and holidays will be considered in granting an extension of time.

21. ARTICLE 9 PAYMENTS AND COMPLETION: Add the following after paragraph 9.2.1:

9.2.2 The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G702A, Application and Certificate of Payment, Continuation Sheet.

9.2.2.1 At least two (2) weeks before the first application for payment, the Contractor submits to the Owner a schedule of values allocated to the various portions of the work prepared in such a form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used only as a basis for the Contractor's Application for Payment.

22. ARTICLE 9.3 APPLICATIONS FOR PAYMENT: Add the following after paragraph 9.3.1.2:

9.3.1.3 The form of application for payment shall be AIA Document G702 Application and Certificate for Payment, supported by AIA Document G703 , Continuation Sheet.

23. ARTICLE 9.3 APPLICATIONS FOR PAYMENT: Add the following after paragraph 9.3.3:

9.3.3.1 Waiver and Release of Lien. With each application for payment, submit Interim Request for Payment, Waiver and Release of Lien from sub-contractors, sub-sub-contractors and suppliers for construction period covered by the previous application.

- .1 Submit partial waivers on each amount requested in previous application, after deduction for retainage, on each item.
- .2 When an application shows completion of an item, submit final or full waivers.
- .3 Owner reserves the right to designate which entities involved in the work must submit waivers.
- .4 Submit final application for payment with or preceded by final waivers from every entity involved with performance of the work covered by the application that is lawfully entitled to a lien.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

24. ARTICLE 9.6 PROGRESS PAYMENTS: Add the following after paragraph 9.6.1:
- 9.6.1.1 Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments.
 - 9.6.1.2 Progress payments and final payment will be processed within thirty (30) days after Certificate of Payment has been approved by the Owner.
25. ARTICLE 9.8 SUBSTANTIAL COMPLETION:
- 9.8.2 In the third line following the word "complete," delete the remainder of the sentence.
Add the following: In the third line following the word "complete," insert the words "the Owner shall prepare and submit to the Contractor a comprehensive list of items to be completed or corrected."
Add the following after paragraph 9.8.3:
 - 9.8.4 A copy of the Owner-Contractor Agreement together with a copy of the payment bond shall be filed in the Office of the County Clerk in the County in which the project is located.
26. ARTICLE 9.10 FINAL COMPLETION AND FINAL PAYMENT. Add the following after paragraph 9.10.2:
- 9.10.2.1 Final Payment Application: Submit final application for payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to the following:
 - .1 Evidence of completion of project closeout requirements.
 - .2 Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - .3 Updated final statement, accounting for final changes to the contract sum.
 - .4 AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - .5 AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - .6 AIA Document G707, "Consent of Surety to Final Payment."
 - .7 Evidence that claims have been settled.
27. ARTICLE 11 INSURANCE: Paragraph 11.1.1: In the first line following the word "maintain" insert the words "in a company acceptable to the Owner and licensed to do business in the state in which the project is located".

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

28. ARTICLE 11.1 CONTRACTOR'S LIABILITY INSURANCE: Add the following after paragraph 11.1.3:

11.1.4 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- (a) Premises - operations (including X-C-U)
- (b) Contractual - including specified provisions for the Contractor's obligations under paragraph 4.18
- (c) Owned, non-owned and hired vehicles
- (d) Broad form coverage for property damage

11.1.5 Add the following:

- (a) Workers' Compensation - statutory
- (b) Employer's liability - \$500,000
- (c) Comprehensive Commercial General Liability:
 - (1) Bodily Injury/Personal Injury - \$1,000,000 per occurrence
 - (2) Property Damage - \$1,000,000 aggregate
- (d) Automobile liability:
 - (1) Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - (2) Property damage - \$100,000 each occurrence
- (e) Contractual liability - same limits as above.

29. Revise the following sentence to paragraph 11.3.1:

Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized...This insurance shall include interests of the Owner, the Contractor, Subcontractors, and the Sub-subcontractors in the work.

30. Delete paragraph 11.3.4 in its entirety.

31. Add the following sentence to paragraph 11.3.7:

In waiving rights of recovery under terms of this subparagraph, the term "Owner" shall be deemed to include his employees and representative, as provided in the Contract Documents.

32. In paragraph 11.3.9 delete the following on eight: "... or in accordance with an arbitration award ... provided in paragraph 4.5."

33. In paragraph 11.3.10 delete the following at line four to end of paragraph: "... ;if such objection"

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

34. ARTICLE 11.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: Add the following after paragraph 11.4.2:
- 11.4.3 Contractor shall furnish and pay for performance bond and payment bond covering the full amount of the contract price. Furnish bonds in executed original and two executed copies with necessary power-of-attorney certificates issued by a surety company acceptable to the owner and licensed to do business in the state in which the project is located. The bonds shall be delivered to the Owner not later than the date of execution of the contract.
- 11.4.3.1 Performance Bond and Labor Material Payment Bonds will not be required for the following:
- (a) When the total Contract Sum is less than \$25,000.00.
 - (b) On Contractors which are for supplying materials only, as identified under the Contract Description/Scope of Work sections.
35. ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT: Delete this article in its entirety.
36. ARTICLE 15 EQUAL OPPORTUNITY: Add the following as a new article:
- 15.1 Policies of Employment: The Contractor shall maintain policies of employment as follows:
- 15.1.1 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- 15.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

WEATHER TABLE

MONTH	AVERAGE DAYS RAIN (1)	INCHES RAINFALL (2)	SNOW/ICE PELLETS (3)
JANUARY	7.2	1.90	0.4
FEBRUARY	6.3	2.37	0.4
MARCH	7.8	3.06	0
APRIL	7.1	3.20	0
MAY	9.3	5.15	0
JUNE	7.2	3.23	0
JULY	4.3	2.12	0
AUGUST	4.5	2.03	0
SEPTEMBER	5.9	2.42	0
OCTOBER	6.7	4.11	0
NOVEMBER	6.4	2.57	0.1
DECEMBER	6.5	2.57	0.1
ANNUALLY	79.20	34.73	1.0

- (1) Normal number of days rainfall per month, .01" or more
- (2) Normal monthly precipitation, in inches
- (3) Normal number of days per month, 1.0 inch or more

This table is provided by the National Oceanic and Atmospheric Administration, for the period of 1971-2000.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

WAGE RATES

- A. Attention is called to Article 5159a, Revised Civil Statutes of Texas. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Bidders should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their bids.
- B. In accordance with this Article, the Owner has established a schedule of prevailing wage rates which is published in paragraph F of this section, and not less than these established rates must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- C. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- D. The Contractor shall forfeit as a penalty of the Owner the amount of 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 stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- E. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.
- F. The following hourly wage rates represent the minimum that may be paid for each classification listed.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATE</u>
AC Mechanic	\$ 18.13
AC Mechanic Helper	\$ 12.65
Bricklayer/Stone Mason	\$ 17.36
Bricklayer/Stone Mason Helper	\$ 10.16
Carpenter	\$ 18.89
Carpenter Helper	\$ 13.00
Concrete Finisher	\$ 15.69
Concrete Finisher Helper	\$ 11.60
Concrete Form Builder	\$ 15.20
Concrete Form Builder Helper	\$ 10.87
Drywall Installer	\$ 14.07
Drywall Installer Helper	\$ 10.83
Drywall Taper	\$ 11.58
Electrician (Journeyman)	\$ 21.04
Electrician Helper	\$ 14.29
Electronic Technician	\$ 15.52
Elevator Constructor	\$ 17.03
Elevator Trainee/Helper	\$ 11.07
Floor Layer (Resilient)	\$ 16.73
Floor Layer (Carpet)	\$ 17.73
Floor Layer Helper	\$ 14.23
Glazier	\$ 16.56
Glazier Helper	\$ 12.35
Insulator	\$ 14.98
Insulator Helper	\$ 10.37
Lather	\$ 14.65
Metal Building Assembler	\$ 11.53
Metal Building Assembler Helper	\$ 10.04
Millwright	\$ 12.00
Millwright Trainee/Helper	\$ 8.00
Painter	\$ 15.10
Painter Helper	\$ 9.06
Plasterer	\$ 17.79
Plasterer Helper	\$ 12.24
Plumber/Pipefitter	\$ 19.68 / 20.30
Plumber/Pipefitter Helper	\$ 11.00 / 12.28

PAINTING AND REPAIR OF 1895 COURTHOUSE AND TARRANT COUNTY JUSTICE CENTER

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATE</u>
Reinforcing Steel Setter	\$ 10.87
Reinforcing Steel Setter Helper	\$ 6.98
Roofer	\$ 13.33
Roofer Helper	\$ 8.91
Sheet Metal Worker	\$ 16.87
Sheet Metal Worker Helper	\$ 11.59
Sprinkler System Installer/Helper	\$ 21.34 / 13.99
Steel Worker Structural	\$ 12.36
Steel Worker Structural Helper	\$ 8.40
Laborer Skilled	\$ 12.34
Laborer Common	\$ 9.87
Tile Mechanic	\$ 13.04
Tile Helper	\$ 7.44
Waterproofer	\$ 13.895
 <u>EQUIPMENT OPERATORS</u>	
Crane, Clamshell; Backhoe, Derrick, D'Line, Shovel	\$ 15.60
Forklift	\$ 9.63
Foundation Drill Operator	\$ 14.35
Front End Loader	\$ 15.21
Truck Driver	\$ 13.46
Welder	\$ 17.36
Welder Helper	\$ 13.61

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SAMPLE

**STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

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

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

**PAINING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

**SAMPLE PAYMENT BOND
PUBLIC WORKS
Page 2**

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

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

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

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)

(Principal)

(If Corporation)

_____ (Seal)
(Surety)

_____ by _____ (Seal)

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SAMPLE

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter call the "Principal"), as Principal, and _____

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____

_____ (hereinafter called the "Obligee), in the amount of _____ Dollars (\$_____). For the payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

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

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

**PAINING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

**SAMPLE PERFORMANCE BOND
PUBLIC WORKS
Page 2**

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

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

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

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST: _____ (Seal)

(Principal)

(If Corporation)

_____ (Seal)
(Surety)

_____ by _____ (Seal)

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

SAMPLE CONTRACT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this ____ day of _____, 2009, by and between the Owner, Tarrant County, and _____, hereinafter called the "Contractor."

WITNESSETH: That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work required by the Contract Documents' as per contract documents titled _____, Tarrant County Bid No. 2009-____. The Contractor shall complete the _____ no later than _____ (__) calendar days after start date agreed upon by the Owner and Contractor.
2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications heretofore prepared by the Facilities Department in response to Tarrant County Bid No. 2009-____, and are hereto attached and made a part of this contract the same as if written herein.
3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order, the contract sum of _____ Dollars (\$_____).

Materials	\$ _____
Services	\$ _____
Bonds	\$ _____
Total	\$ _____

5. Based upon applications for payment submitted to the Facilities Department, the Owner shall make progress payments on account of the contract sum to the contract as follows: There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the contract price for thirty (30) days after final acceptance of the work.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

**SAMPLE CONTRACT
PAGE 2**

6. The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
7. The Contract Documents consist of this agreement and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.

This agreement executed the day and year first written above.

COUNTY OF TARRANT
OWNER

CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Funds Available, Certified By:

S. Renee Tidwell, CPA
County Auditor

Approved as to form*:

Ray Rike
Assistant District Attorney

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document as offered solely for the behalf of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$25,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

DISADVANTAGED ENTERPRISE PARTICIPATION

Prime Contractor shall make a commitment to utilize a minimum of 20% DBE firms as sub-contractors on this project. Usage will be documented and submitted to D. W. Roberson, Contracts Administrator, on the first day of each month. The total usage percent with summary data will be submitted with the request for final payment.

DBE documentation shall include:

Name of DBE Company(s)
Scope of Work Performed by each DBE
Total Dollars Awarded to each DBE
Total Dollars Paid to Date

In the chart on the following page, list all areas of this project which may be subcontracted. Indicate the estimated dollar value of each area, if any portion of it will be subcontracted to DBE firm(s), and if so, what percentage.

Contractors unable to locate local DBE firms may request assistance from the Purchasing Department. Request must be in writing and must state the specific trade or service (SIC code) for which assistance is requested. Requests may be faxed to (817) 884-2629, Attention: D. W. Roberson or delivered/mailed to:

D.W. Roberson
Senior Contracts Administrator
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

Brokers will not be considered in meeting the DBE participation under this contract.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

Sub-Contractors

Bidders shall list below all work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE SUBCONTRACTED	COMPANY NAME OF SUB-CONTRACTOR	DOLLAR VALUE	DBE PARTICIPATION		
			CHECK ONE		DBE %
			YES	(or) NO	
TOTAL					

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

VENDOR REFERENCES

Please list five (5) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid.

Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

*****DO NOT LIST TARRANT COUNTY AS A REFERENCE*****

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE FOUR

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE FIVE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and a storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be sixty (60) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Tarrant County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

Email: _____

AUTHORIZED REPRESENTATIVE:

Signature _____

Date _____

Name _____

Title _____

FAX No. _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

Email: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BID FORMS/DOCUMENTS CHECKLIST

✓ Indicates Compliance	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and three (3) copies of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</p>
	<p>1. <u>Sub-Contractor List.</u> Bidder has included list of areas of work to be sub-contracted under this contract and indicated which areas will be sub-contracted to DBE firms.</p>
	<p>2. <u>Vendor References.</u> Bidder has provided five (5) references, other than Tarrant County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.</p>
	<p>3. <u>Signatures.</u> All forms requiring a signature must be signed. Bids not signed will not be considered for award.</p>
	<p>4. <u>Bid Proposal Forms.</u> All sections of Bid Proposal Forms have been completed.</p>
	<p>5. <u>Insurance Certificates.</u> Bidders are required to submit all Insurance Certificates and with bid.</p>
	<p>6. <u>Addenda.</u> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages in their bid package.</p>
	<p>7. Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, References, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.</p>
	<p>8. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Tarrant County will not be responsible for errors made by the bidder.</p>
	<p>9. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System)</p>

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BID FORMS/DOCUMENTS CHECKLIST

<p>✓ Indicates Compliance</p>	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and three (3) copies of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</p>
	<p>10. <u>Examination of Site and Bidding Documents (Specifications):</u> Bidders are responsible for reading the entire bid package and complying with all specifications, including those not specifically listed in this checklist. It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.</p> <p>Before submitting a bid proposal, the bidder is required to carefully examine the Bidding Documents (drawings and specifications), visit the site, note existing facilities, conditions and limitation affecting the work to be performed under this contract.</p> <p>By submitting a bid proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information or because of any misunderstanding, or because of misinterpretation of the requirements of the contract.</p>
	<p>11. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.</p>

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BID PROPOSAL

**SECTION I: (A) REPAIR OF 1895 COURTHOUSE CLOCK TOWER BANISTER
(B) PAINTING OF 1895 COURTHOUSE WINDOWS AND LINTELS**

Having read and understood the Instructions to Bidders and Specification, we submit the following bid for **Section I: (A) Repair of 1895 Courthouse Clock Tower Banister and (B) Painting of 1895 Courthouse Windows and Lintels:**

*LUMP SUM BID _____ DOLLARS

*(\$ _____)

EARLIEST POSSIBLE START DATE: _____

TOTAL CALENDAR DAYS TO COMPLETE PROJECT: _____

Said amount being hereinafter referred to as the Base Bid or Base Bid Proposal. This total represents an aggregate total where more than one unit of work is being used.

Bidder must breakdown bid into the following categories:

Materials \$ _____

Services \$ _____

Required Bonds \$ _____

Total *\$ _____

* The sum of the amounts bid for Materials and Services must equal the Total Lump Sum Bid requested above.

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

BID PROPOSAL

SECTION II: PAINTING OF TARRANT COUNTY JUSTICE CENTER

Having read and understood the Instructions to Bidders and Specification, we submit the following bid for **Section II: Painting of Tarrant County Justice Center.**

*LUMP SUM BID _____ DOLLARS
*(\$ _____)

EARLIEST POSSIBLE START DATE: _____

TOTAL CALENDAR DAYS TO COMPLETE PROJECT: _____

Said amount being hereinafter referred to as the Base Bid or Base Bid Proposal. This total represents an aggregate total where more than one unit of work is being used.

Bidder must breakdown bid into the following categories:

Materials	\$ _____
Services	\$ _____
Required Bonds	\$ _____
Total	*\$ _____

* The sum of the amounts bid for Materials and Services must equal the Total Lump Sum Bid requested above.

THE ORIGINAL AND THREE (3) COPIES OF THIS PAGE MUST BE RETURNED WITH BID!

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS

SECTION I: (A) REPAIR OF 1895 COURTHOUSE CLOCK TOWER BANISTER

1. Protection of Roofing and Adjacent Substrates: Raised metal seam roofing at all four ends to be protected by wood decking. Cut wood stock spacing between seams then attach minimum 5/8" sheathing assuring seam clearance. Decking should extend minimum fifteen (15) feet around tower base. Drape minimum three (3) mil poly covering roofing to roofline. No anchoring of protection thru metal or any roofing components will be allowed. Erect and maintain all access scaffold and shoring to OSHA specifications.
2. Temporary Supports for Tower Cladding: Install temporary steel cables collaring skirt cladding in minimum two (2) locations, and/or fifteen (15) feet from tower perimeter with plastic to roofline to support metal skirt cladding during interior re-attachment or replacement of existing metal anchoring bands, bar and lap welds, etc. protect corners. Note: Contractor to field verify the extent and location of temporary supports and support specifications. Provide County with support detail, upon contract award.
3. Cladding Attachments: Inspect all interior strap bands, bar support, welds and bolted assemblies in iron cladding, and welded/bolted laps and brackets between parts at banister corners. Replace unsound attachments and anchors at brick tower walls. Anchors to be Hilti HY-150 Epoxy Set Threaded Stainless Steel or comparable. Replace broken welds and bolts between metal work, also weld cracking in steel or replace broken member with comparable part, submittals required on these parts and anchors for approval by County prior to installation. Fire protection and approved safety extinguishers, etc. required during welding, and all welds to be performed by certified welders and provide County with certifications.
4. Reconstruction: Northeast banister corner will require re-construction; support adjacent railings during disassembly of face plating, ledge tops and framing. Clean steel parts, re-attach supporting framing to walls, cladding below and railing to original secure position, treat interior iron work and insides of facing plates and ledge tops with rust inhibiting coating then re-install to framing. Also all interior iron work to receive rust inhibitive coating.
5. Banister Railing Pawns: Secure loose pawn(s) and replace severely damaged pawn(s) with cast iron or fiberglass pieces to match existing. Slightly damaged pawns may be repaired by epoxy paste infill or sheet metal fabrications to attach pawn form. Should new metal fabrication or fiberglass be used, submittals to be required for approval by County prior to installation.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS, continued

SECTION I: (A) REPAIR OF 1895 COURTHOUSE CLOCK TOWER BANISTER

6. Waterproof Seal Replacement: After re-securing iron skirt cladding and re-building Northeast corner, repairs to railing pawns, exterior shell will need weatherproofing. Remove existing fluid flashings, mastic and dissimilar sealants from banister corner tops, outer cladding lap seals, and railing pawn bases. Note: Roofing flashings below window walls and interior side of banisters may not require complete removal, only miscellaneous inspections and sealing as needed. Clean, prep and re-seal laps and joints between iron work using self adhering membrane stripping and/or Vulkem 801 Fluid applied elastomeric flashings. Sonneborn NP2 Urethane Sealant may be applied to smaller tighter jointing between exterior cladding.

7. Clad Coatings: After seals have been installed, exterior iron surfaces need to be stripped of loose coatings, rust and contaminates then apply Sherwin Williams Sher-Cryl DTM Coating, or comparable to exterior steel surfaces. Submittal on waterproofing/coating products and color samples to be provided to County for approval prior to installation. Provide and install eight (8) removal metal port-hole closures. These closures to be coated with exterior metal coating to match existing iron cladding, drawings and submittal material should be provided to County for approval prior to installation

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS

SECTION I: (B) PAINTING OF 1895 COURTHOUSE WINDOWS AND LINTELS

- A. All loose or peeling paint shall be scraped or sanded and any bare wood should be primed and allowed to dry.
- B. All exposed joints, cracks, nail holes, and seams shall be filled with Sher-Max lifetime Urethanized Elastomeric Caulking (This product will be supplied to the contractor) and worked to a smooth finish.
- C. Rotted wood will be restored as close to its original size and shape as reasonably possible with an approved exterior agent such as Bondo or Rock Durham Putty (This product will be supplied to the contractor).
- D. The following areas are to be included in Bid Price:
 - 1. Location – East Side Roof
 - a. Two (2) vents
 - b. One (1) Roof Access Door
 - c. One (1) Roof Access Ladder
 - d. One (1) Door located on Copper Dome
 - 2. Location – West Side Roof
 - a. Two (2) Vents
 - b. One (1) Roof Access Door
 - c. One (1) Roof Access Ladder
 - d. One (1) Door located on Copper Dome.
- E. Final application of Sherwin Williams Super Paint deemed OLD COURTHOUSE GREEN shall be applied using brush method to eliminate overspray and will be done in a workmanlike manner to current industry standards (This product will be supplied to the contractor).
- F. Contractor shall notify the building engineer or any other designated County representative of loose or broken windows as they are discovered.
- G. Final work shall be inspected by Tarrant County Facilities Management and deemed satisfactory regardless of attached specifications.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS

SECTION II: PAINTING OF TARRANT COUNTY JUSTICE CENTER

A. DESCRIPTION OF WORK:

1. All work shall be performed as described in contract documents.
2. Work shall consist of the cleaning, surface preparation, and recoating of all exterior surfaces designated to receive paint by the owner or his representative.

B. RESPONSIBILITIES OF OWNER AND CONTRACTOR:

1. Owner shall facilitate full access to work areas and, as fully as is practicable, shall not impede progress of the Work by unduly restricting access to areas necessary for the Contractor to pursue the Work.
2. Contractor shall supply sufficient manpower, equipment, and materials to pursue the Work in a timely manner, and shall not abandon the Work, nor unnecessarily delay the Work. Contractor shall adhere to safety standards, and shall provide all safety equipment necessary to pursue the Work in a safe manner. All personnel shall be trained to operate and utilize all safety equipment that is used on site.
3. Contractor shall monitor environmental conditions regularly, and shall notify Owner or Owner's representative when prevailing weather conditions shall have, in the judgment of the Contractor, a detrimental effect on material performance, or when weather conditions are such that conditions would make it hazardous or unsafe to pursue the Work.
4. Contractor shall keep a written record of environmental conditions including, but not limited to: Temperature, Relative Humidity, and Dew Point. These measurements are to be taken at the start of each workday, and as often as deemed necessary while the Work is underway. These measurements shall be taken in the vicinity of the Work (i.e., if Work is being conducted on the North side of the building at the 5th level, then environmental conditions shall be checked by personnel actually on the work platform).

C. QUALITY CONTROL AND INSPECTION:

1. Contractor shall strictly adhere to standards of cleaning, surface preparation, and application of coating system as outlined in this specification and in the Technical Data Sheet for the materials that are to be incorporated into the Work. The Contractor shall NOT commence work when environmental conditions are not within ranges of those allowed for application of materials. This information is contained in this specification and in the Manufacturer's Technical Data Sheets.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS

SECTION II: PAINTING OF TARRANT COUNTY JUSTICE CENTER

2. Coating Manufacturer shall be permitted upon request, to perform inspections at the following stages of the Work:
 - a. Cleaning of substrate to be prepared and painted.
 - b. Degree and completeness of surface preparation.
 - c. Mixing and thinning of coating materials.
 - d. Application of coating materials, and measurement of wet film, and subsequent dry film.
3. Inspections shall be performed at the beginning of the Work, and at intervals throughout the commencement of the Work, as representative measurements of the quality of the Work. Inspector shall not assume the responsibility to assure the aesthetic quality of the Work, only that the requirements of surface cleanliness, preparation, and application of the products as outlined by the Technical Requirements published by the Manufacturer are being met.

D. COATING SYSTEMS:

1. Factory-coated extrusions, shapes, angles, brackets, etc.:
 - a. Full prime of prepared surfaces: One (1) coat Benjamin Moore P-07 Universal Metal Primer at 1.5–2.5 mils. DFT.
 - b. Finish coats: Two (2) coats Benjamin Moore P74-XX Aliphatic Acrylic Urethane at 1.5–2.5 mils. DFT, color to be determined by Owner.
2. Hollow metal doors, overhead doors, other miscellaneous ferrous metals:
 - a. Full prime of prepared surfaces: One (1) coat Benjamin Moore P-07 Universal Metal Primer at 1.5–2.5 mils. DFT.
 - b. Finish coats: Two (2) coats Benjamin Moore P74-XX Aliphatic Acrylic Urethane at 1.5–2.5 mils. DFT, color to be determined by Owner.

(NOTE: On previously field-painted components, test compatibility of proposed coatings systems by applying a small test area prior to commencement of complete repainting. If incompatibility is found, coating manufacturer reserves the right to specify alternate compatible barrier primer to facilitate acceptance of topcoat.)

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS, continued

SECTION II: PAINTING OF TARRANT COUNTY JUSTICE CENTER

E. SURFACE CLEANING:

1. Clean all surfaces in accordance with SSPC-SP1 (Solvent Cleaning) prior to performing surface preparation. In all cases, regardless of method chosen, all traces of dirt, oil, grease, or other environmental residue shall be completely removed from the surface to be painted. It is at this point the coating manufacturer's representative shall be notified, and an inspection of the surface cleaning shall be performed.

F. SURFACE PREPARATION:

1. Upon removal of all surface contaminants, the Contractor shall commence to create a surface profile sufficient to assure proper bonding of the new coating systems; the methods used shall be those that utilize hand tools and power tools; the use of abrasive blasting shall not be permitted.
2. When preparing areas of sound existing coating, care shall be exercised not to "burn" through the coating material to expose the substrate.
3. When preparing areas of broken coating, the edges of coating shall be feathered to create a smooth transition between coated and uncoated areas.
4. The coating manufacturer's representative shall again be notified to inspect the prepared surface.

G. MIXING AND THINNING:

1. Thinning of primer and/or topcoat shall utilize only those solvents designated for use by the manufacturer of the coating system, as noted in the Technical Data Sheet. Under no circumstance shall the Contractor be permitted to use generic, un-blended solvents or thinners to reduce paint.
2. Coating manufacturer's representative shall insure that the correct thinners and solvents are incorporated into the ready-to-apply material. Calculations of purchased solvent vs. volume of material used shall be one of the methods.

H. APPLICATION:

1. Pot life is an issue for topcoat; care should be taken to mix only material that can be used within the usable pot of life of either of the products.
2. Care should be exercised when spraying so that glass, polished metal, and other surfaces not intended to receive paint are not subject to overspray, dripping, etc.

**PAINTING AND REPAIR OF 1895 COURTHOUSE
AND TARRANT COUNTY JUSTICE CENTER**

TECHNICAL SPECIFICATIONS, continued

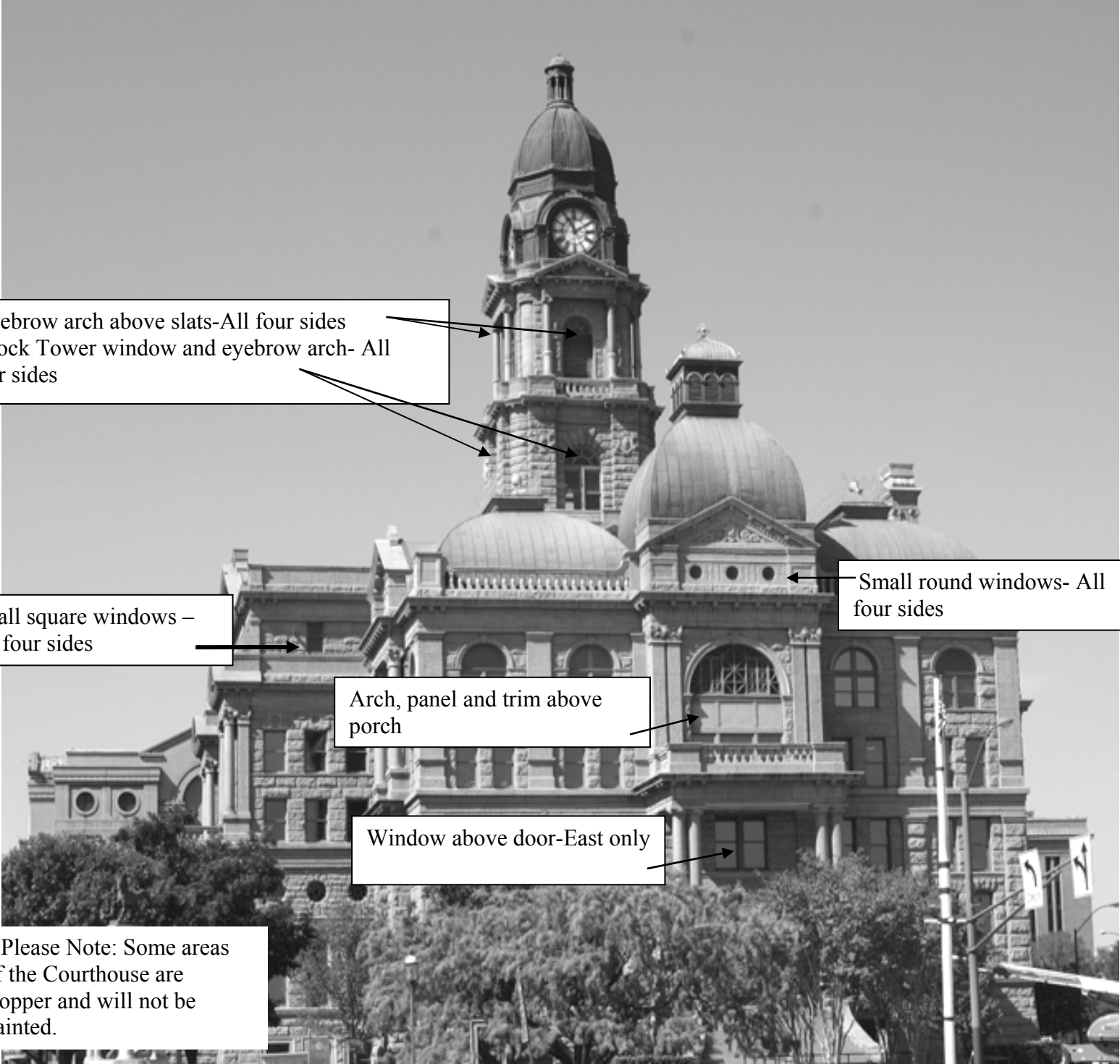
SECTION II: PAINTING OF TARRANT COUNTY JUSTICE CENTER

3. Any of these surfaces that receive overspray shall be immediately cleaned using thinners, solvents, or other appropriate methods that do not damage the substrate.
4. Applicator or job superintendent shall monitor film thickness during application, utilizing a device designed to gauge wet film thickness. The wet film range shall be sufficient to form a dry film of the specified thickness, but not in excess of the maximum specified dry film thickness.

I. MAINTENANCE OF COATING SYSTEM;

1. To maintain the integrity of the overall coating system in order to maximize the service life of same, it is imperative that compromised areas be addressed immediately.
2. In general, the maintenance personnel should follow the original specifications as closely as possible; i.e. on isolated areas that exhibit broken coating or rusting, the area should be solvent cleaned per SSPC-SP1, followed by SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool cleaning as appropriate, spot primed with the appropriate primer and the topcoat should be re-applied so as to make the repaired area as inconspicuous as possible.
3. One suggestion for ensuring that repaired and primed areas do indeed receive the topcoat is to use a primer in a color other than that of the finish.

EAST SIDE of 1895 TC COURTHOUSE
(Please note: Other areas not shown here may need painting)



-Eyebrow arch above slats-All four sides
-Clock Tower window and eyebrow arch- All four sides

Small square windows –
All four sides

Small round windows- All four sides

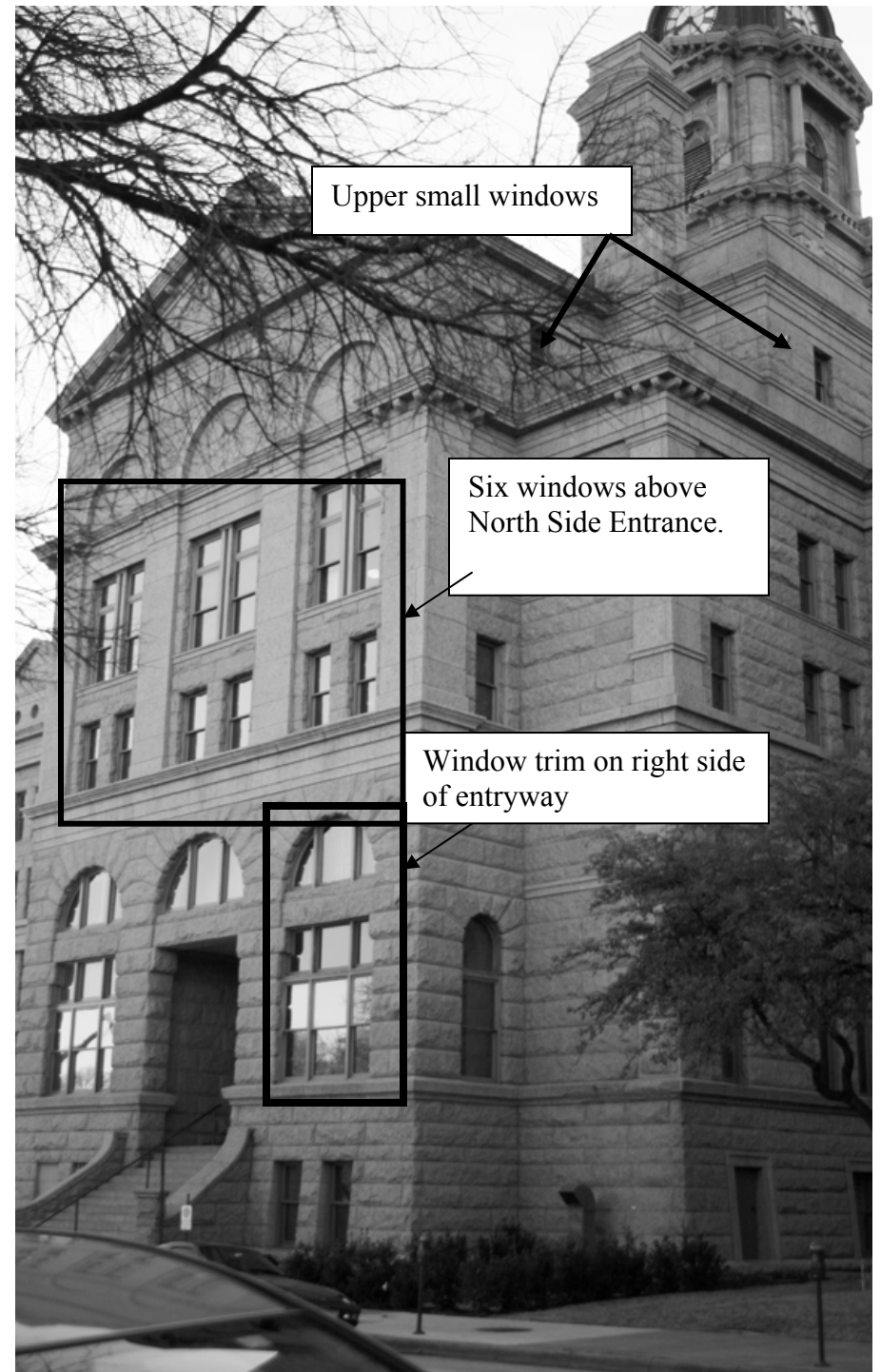
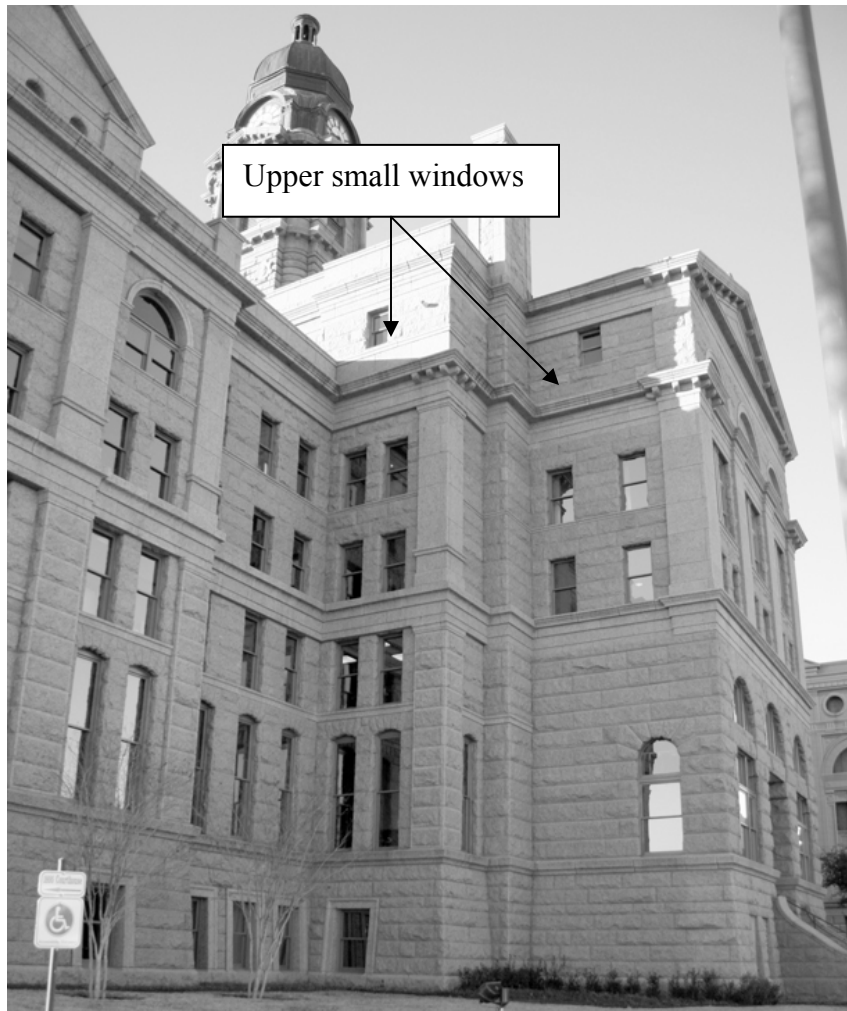
Arch, panel and trim above porch

Window above door-East only

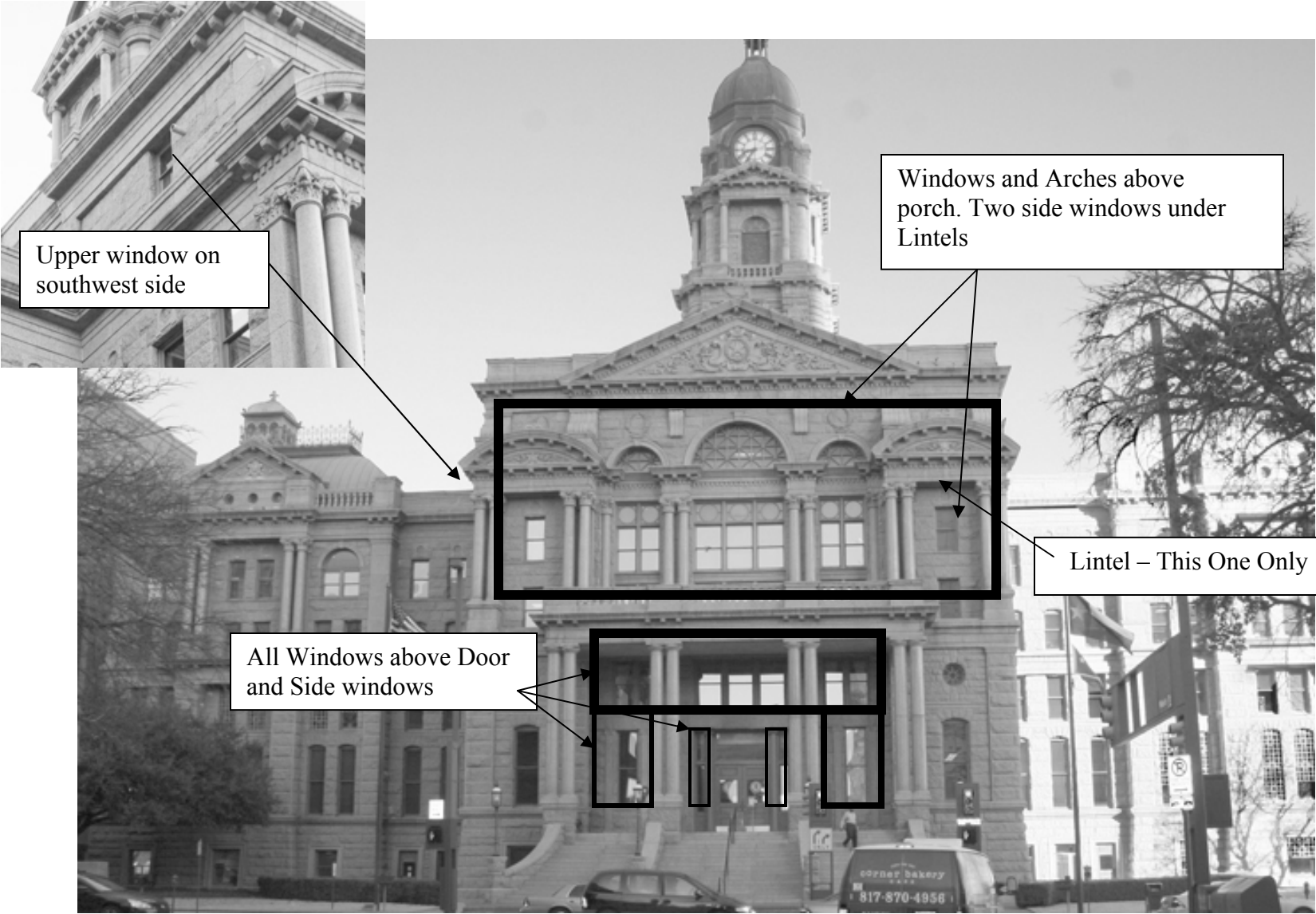
*Please Note: Some areas of the Courthouse are Copper and will not be painted.

North Side TC Courthouse

(Please note: Other areas not shown here may need painting)



South Side TC Courthouse-Main Entry
(Please note: Other areas not shown here may need painting)





BENJAMIN MOORE® SUPER SPEC HP™ UNIVERSAL ALKYD METAL PRIMER P07

Features

- Quick dry
- Fast recoat time
- Top Coatable with epoxies, urethanes, hot solvent coatings
- Excellent corrosion control
- Excellent barrier coat

General Description

This quick dry universal primer is formulated for use under many generic types of finish coats. It offers excellent rust inhibition and good adhesion. The coating serves as a barrier coat which will keep hot solvent from attacking conventional coatings. This primer performs well when priming is essential before the generic type of the finish coat has been chosen.

Recommended For:

- Structural steel, equipment, tanks, implements, catwalks, stairs, railing, conveyers, and for general maintenance painting.
- Performs well for shop or field painting, interior or exterior.

Limitations:

- Not for immersion service or for splash and spillage of acids and alkalis.

Product Information

Labor Saving Benefits

- This universal primer is quick drying for faster handling which limits dust and dirt retention.
- Faster recoat time allows the finish coat to be applied sooner increasing job efficiency.
- This primer is universal by permitting a wide variety of generic types of finish coats to be applied over it.
- The adhesion and rust control offered by this primer provides long term protection, reducing the cost per square foot, per year of coating life.
- This formula is designed to serve as a barrier coat over conventional coatings so that hot solvent finish coatings can be utilized without lifting. It can be used as a barrier coat when alkyds or aliphatic urethanes must be applied over zinc rich primers.

Colors: — Standard: P07-01 White, P07-20 Red, P07-70 Gray

— **Special Colors:** Contact your Benjamin Moore & Co. representative

Certification:

Does not contain any ozone-depleting substances, either Class I or Class II.

VOC compliant in all regulated areas, EXCEPT SCAQMD

Technical Assistance

Available through your local authorized independent BENJAMIN MOORE® retailer. For the location of the retailer nearest you, call 1-800-826-2623, see www.benjaminmoore.com, or consult your local Yellow Pages.

Technical Data[◇]

		Red
Generic Type		Phenolic Alkyd
Pigment Type		Corrosion Inhibitors & Select Inerts
Volume Solids		60%
Theoretical Coverage		485 Sq. Ft. @ 2.0 Mills DFT
Film Thickness	— Wet	3.3 mils
	— Dry	2.0 mils
Dry Time	— To Touch	15 Minutes
	— To Recoat	1 - 2 Hours
Dries By		Oxidation
Dry Heat Resistance		350° F
Viscosity		75 KU
Flash Point		83° F
Sheen/Gloss		Matte (10% Max @ 60°)
Surface Temperature at application	— Min.	50° F (10 °C)
	— Max.	95° F (35 °C)
<i>Surface must be dry and at least 5° above the dew point.</i>		
Reduction	— Brush	Do not thin
	— Roller	Do not thin
	— Spray	Do not thin
Clean Up Thinner		P94 or Xylene
Mixing Ratio		N/A
Induction Time		N/A
Pot Life @ 70° F		N/A
Weight Per Gallon		12.6 lbs
Storage Temperature	— Min.	40° F
	— Max.	90° F

Volatile Organic Compounds (VOC)[◇]
340 Grams / Liter 2.84 LBS / Gallon

[◇]Reported values are for Red. Contact Benjamin Moore & Co. for values of other bases or colors.

Surface Preparation

Surfaces to be coated must be clean, dry, and free of oil, grease, dust, flaky rust, mill scale, salts, loose paint, chalk, mildew, and other foreign matter that could interfere with adhesion. Remove oil, grease, salts and chalk by cleaning with Benjamin Moore® Oil and Grease Emulsifier (P83) according to label directions. Glossy existing coatings should be dulled by abrading the surface.

Mildew: If mildew is present, it must be removed by scrubbing with a commercial mildew wash. Caution: Use rubber gloves, work goggles, and protective clothing when applying mildew wash. Follow manufacturer's directions.

Universal Metal Primer (P07) can be used under Architectural or High Performance coatings in mild or severe environments. It is very important to use the appropriate level of surface preparation for the coating system and service conditions. For mild (ambient) Architectural conditions, hand or power tool cleaning is sufficient. For moderate to severe environments, commercial blast cleaning is recommended.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

Ferrous Metal:

1 coat SUPER SPEC HP™ Universal Alkyd Metal Primer (P07)

Finish: Appropriate BENJAMIN MOORE® Finish Coat

Galvanized Metal, New:

Not recommended

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. Do not thin.

Apply one or two coats. For best results, use a BENJAMIN MOORE® Professional custom-blended nylon/polyester or china bristle brush, BENJAMIN MOORE® Professional roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure — 2,000 to 2,500 PSI;
Tip — .013 - .017 Orifice

Thinning/Cleanup

DO NOT THIN

Cleanup: Clean all equipment immediately after using with Super Spec HP Epoxy Aromatic Thinner (P94) or Xylene.

USE COMPLETELY OR DISPOSE OF PROPERLY. This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Disposal of wastes containing either organic solvents or free-liquids in landfills is prohibited. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental, Health & Safety Information

Contains: 2-Pentanone, n-Butyl Acetate, Xylene

Contains: Crystalline Silica that can cause cancer when in respirable form (spray mist or sanding dust).

HARMFUL OR FATAL IF SWALLOWED. CAUSES IRRITATION TO EYES, SKIN AND RESPIRATORY TRACT

NOTICE: Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal.

Keep away from heat and flame. Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes and prolonged or repeated contact with skin. Wear eye protection and gloves. To avoid breathing vapors or spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air or wear a properly fitted vapor/particulate NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use.

FIRST AID: If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and call physician; for skin, wash thoroughly with soap and water. If swallowed, do not induce vomiting. Get medical attention immediately.

IN CASE OF: FIRE — Use foam CO₂, dry chemical or water fog.

SPILL — Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
FOR METAL SUBSTRATES ONLY**

Refer to Material Safety Data Sheet for additional health and safety information.





BENJAMIN MOORE® SUPER SPEC HP® ALIPHATIC ACRYLIC URETHANE GLOSS P74

Features

- Can be applied over tightly adhered rust
- Excellent chemical resistance
- Excellent abrasion resistance
- Excellent gloss retention
- Excellent color retention
- Can build up to 8 mils wet
- Equals the results of the best baked finishes
- Interior or exterior application
- High traffic floors
- Wide color selection
- Contains UV absorber

Recommended For:

- Buildings
- Equipment
- Machinery
- Construction equipment
- High Abuse Floors
- Highway equipment
- Lockers
- Storage tanks
- Chemical plants

General Description

This premium two-component, acrylic-modified aliphatic urethane offers outstanding chemical and abrasion resistance combined with excellent color and gloss retention. The cured film of this coating equals the results of the best baked-on finishes, and provides outstanding impact and chip resistance. Performs well on high abuse floors where a non-yellowing gloss finish is desired.

Limitations:

- Use tie coat, or mist coat, when applying over porous zinc coatings (i.e., inorganic zinc rich primers)
- Contains strong solvents that could lift conventional coatings
- Not for continuous immersion
- Pot life decreases at temperatures over 70° F
- Coated surfaces may discolor under tires due to tire plasticizer migration

DANGER: VAPORS AND SPRAY MIST ARE HARMFUL IF INHALED. REFERENCE SAFETY SECTION OF THIS BROCHURE.

Product Information

Mixing Instructions:

This two-component product is mixed as a 3.7 to 1 ratio by volume of components "A" to "B." First, mix each component separately until uniform, then combine components "A" & "B" and mix thoroughly (5 minutes) or until homogeneous. For best results, use a spiral mixing blade in a variable speed (400-600 rpm) electric drill. Place the spiral mixing blade at the bottom of the container before turning on the mixer. This will help avoid inducting air into the material. Inducted air will cause "bubbles" in the coating when applied. Gently move the mixer head up to the surface while running. Do not remove the head while it is still spinning. Allow the combined components to sit for an induction time of 15 minutes, then lightly stir again to ensure uniformity. This product has a workable pot life of 2-2 1/2 hours at 70° F. Applying the material immediately after the 15 minute's induction time will provide best results.

Note: Higher air and mixture temperatures will decrease the pot life and working time.

Colors: MUST BE MIXED WITH P74-84 Super Spec HP®ALIPHATIC URETHANE GLOSS CATALYST

— **Tint Bases:** P74-00, P74-90, P74-91, P74-92

— **Special Colors:** Contact your Benjamin Moore & Co. representative

Certification:

Master Painters Institute MPI 72, GPS 1
Formulated with non-photochemically reactive solvents.

VOC compliant in all regulated areas, EXCEPT SCAQMD

Technical Assistance

Available through your local authorized independent BENJAMIN MOORE® retailer. For the location of the retailer nearest you, call 1-800-826-2623, see www.benjaminmoore.com, or consult your local Yellow Pages.

Technical Data[◇]

Technical Data [◇]		Tintable White
Generic Type	Aliphatic Acrylic Urethane	
Pigment Type	Titanium Dioxide	
Volume Solids (mixed as recommended)	72% mixed	
Theoretical Coverage	575 sq. ft. @ 2.0 Mil	
Film Thickness – Wet	2.1 – 3.5 Mil	
– Dry	1.5 – 2.5 Mil	
Dry Time — To Touch	2 Hours	
@ 70° F — To Recoat	8 Hours	
Dries By	Chemical Cure	
Dry Heat Resistance – Intermittent	250° F	
Viscosity @ 70° F (mixed as recommended)	70 ± 5 KU	
Flash Point	98° F	
Sheen/Gloss — Gloss	(85-95 @60°)	
Surface Temperature – Min. at application	40° F	
– Max.	95° F	
<i>Surface must be dry and at least 5° above the dew point.</i>		
Reducer	N/A	
Reduction* — Brush	not recommended	
— Roller	not recommended	
— Spray	not recommended	
Clean Up Thinner	P93	
Mixing Ratio (by volume)	Approximately 3.7:1	
Induction Time @ 70° F	15 Minutes	
Pot Life @ 70° F	2 – 2 1/2 Hours	
Weight Per Gallon (mixed as recommended)	10.0 lbs	
Storage Temperature – Min.	35° F	
– Max.	90° F	

Volatile Organic Compounds (VOC)[◇]

224 Grams / Liter* 1.9 LBS / Gallon*

*Catalyzed

[◇]Reported values are for Tintable White. Contact Benjamin Moore & Co. for values of other bases or colors.

Surface Preparation

Surfaces to be coated must be clean, dry, and free of oil, grease, dust, flaky rust, mill scale, salts, loose paint, chalk, mildew, and other foreign matter that could interfere with adhesion. Remove oil, grease, salts and chalk by cleaning with Super Spec HP® Oil and Grease Emulsifier (P83) according to label directions. Glossy existing coatings should be dulled by abrading the surface.

For optimal performance ferrous metal substrates should be cleaned and profiled by Commercial Blast Cleaning to SSPC-SP6 to remove mill scale, rust, and other contaminants and leave a roughened surface. Use of Power Tool Cleaning to Bare Metal SSPC-SP11 to remove mill scale, rust, and other contaminants and provide a roughened surface is an acceptable alternative under normal ambient conditions.

Non-ferrous metal surfaces should be degreased with Super Spec HP® Oil & Grease Emulsifier (P83) and abraded with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Concrete and masonry substrates should be clean, dry and free of oil, grease, form release agents and curing compounds. New concrete and masonry must be allowed to cure 28 days. Smooth, dense concrete surfaces should be acid etched or mechanically profiled to provide a suitable anchor pattern.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

Ferrous Metal:

Primer: Super Spec HP® Epoxy Metal Primer (P33) or Super Spec HP® Universal Metal Primer (P07)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Non-Ferrous Metal:

Primer: Super Spec HP® Epoxy Mastic (P45)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Vertical Smooth Poured or Pre-Cast Masonry Surfaces including Brick:

Primer: Super Spec HP® Waterborne Polyamide Epoxy Metal Primer (P42-70)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Rough or Pitted Masonry:

Primer: Super Spec HP® Waterborne Epoxy Block Filler (P31)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Concrete Floors:

Primer: Super Spec HP® Fast Dry Epoxy Floor Sealer / Finish (P41)

Finish: 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Drywall and Plaster:

Primer: Super Spec HP® Waterborne Polyamide Epoxy Metal Primer (P42-70)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Wood:

Primer: Super Spec HP® Waterborne Polyamide Epoxy Metal Primer (P42-70)

Finish: 1 or 2 coats Super Spec HP® Aliphatic Acrylic Urethane Gloss (P74)

Application

Stir thoroughly before and occasionally during use. Apply one or two coats. For best results, use a Benjamin Moore® Professional custom-blended china bristle brush, Benjamin Moore® Professional roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure —2000 - 2500 PSI;
Tip — .013 - .017 Orifice

Thinning/Cleanup

Do not thin.

Clean all equipment immediately after use with P93 Super Spec HP® Aliphatic Urethane Thinner. Spray equipment should be given a final rinse with mineral spirits before storage.

USE COMPLETELY OR DISPOSE OF PROPERLY. This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Disposal of wastes containing either organic solvents or free-liquids in landfills is prohibited. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for local disposal options.**

Environmental, Health & Safety Information

Contains: 2-Heptanone, n-Butyl Acetate, Xylene.

HARMFUL OR FATAL IF SWALLOWED.

Contains: Aliphatic Polyisocyanate and Hexamethylene Diisocyanate

OVEREXPOSURE MAY CAUSE LUNG DAMAGE. MAY CAUSE ALLERGIC SKIN AND RESPIRATORY REACTION, EFFECTS MAY BE PERMANENT. CAUSES EYE, SKIN, NOSE AND THROAT IRRITATION.

INDIVIDUALS WITH LUNG OR BREATHING PROBLEMS OR PRIOR REACTION TO ISOCYANATES MUST NOT BE EXPOSED TO VAPOR OR SPRAY MIST.

IMPORTANT: Designed to be mixed with other components. Mixtures will have hazards of both components. Before opening packages, read all warning labels. Follow all precautions.

NOTICE: Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal.

Keep away from heat and flame. **Use only with adequate ventilation.** Vapors are heavier than air and may travel along ground or may be moved by ventilation and ignited by pilot lights, or other flames, sparks, heaters, or static discharge. Do not breathe vapors, spray mist or sanding dust. Avoid contact with eyes and prolonged or repeated contact with skin. Wear safety glasses or chemical resistant goggles, chemical resistant gloves and protective clothing during application and cleanup. To avoid breathing vapors or spray mist open windows and doors or use other means to ensure fresh air entry during application and drying. If air monitoring demonstrates levels are above applicable limits, wear an appropriate, NIOSH approved, properly fitted respirator during application and cleanup. Follow respirator manufacturer's directions for respirator use. Close container after each use.

FIRST AID: If affected by inhalation of vapors or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and call physician; for skin, wash thoroughly with soap and water. If swallowed, do not induce vomiting. Get medical attention immediately.

IN CASE OF: FIRE — Use foam CO₂, dry chemical or water fog.

SPILL — Absorb with inert material and dispose of as specified under "Clean Up".

KEEP OUT OF REACH OF CHILDREN FOR PROFESSIONAL USE ONLY

Refer to Material Safety Data Sheet for additional health and safety information.

