EL PASO
INDEPENDENT
SCHOOL DISTRICT
Facilities & Construction

CONTRACT DOCUMENTS MANUAL

AND

TECHNICAL SPECIFICATIONS

FOR

ESC 19 JOC No. 21-7411

EPISD PROJECT No. 17.628C

PROJECT TITLE: Irvin High School Fume Hoods

Facilities & Construction
1100 N. STANTON STREET
EL PASO, TEXAS 79902

TABLE OF CONTENTS – JOB ORDER CONTRACT DOCUMENTS

JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT (the "Contract") is made and entered into this ______ day of __________________ 2023 by and between **Noble General Contractors, L.L.C.**, a Texas Limited Liability Company ("Contractor") and the **El Paso Independent School District**, an independent school district and political subdivision of the State of Texas ("Owner").

WITNESSETH:

That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I
SCOPE OF WORK

The Contractor agrees to provide all the materials and perform all the work as shown or required pursuant to Scope of Work included in this Contract for the Project entitled Project No. 17.628C, **Irvin High School Fume Hoods**, ESC Region 19 JOC No. 21-7411.

ARTICLE II
TERM OF CONTRACT

Work will begin upon notice to proceed and substantial completion shall be no more than Two Hundred (200) calendar days thereafter. Final completion shall occur no later than thirty (30) days after substantial completion.

ARTICLE III
THE CONTRACT SUM

Owner shall pay Contractor for the performance of the Contract, in current funds. The total sum is not to exceed a total amount of Six Thousand Forty-Eight Thousand Eight Hundred Eighty-Five and 60/100 ($648,885.60), which includes payment and performance bonds not to exceed the amount of Nine Thousand Nine Hundred Eighty-Nine and 60/100 ($9,989.60).

The Contract Sum is based upon Request for Proposals – Job Order Contracting & Facilities Construction Services – State of Texas for Education Service Center Region 19 – Allied States Cooperative ("ASC") RFP #21-7411 ("R19 Contract"). Contractor represents, warrants and covenants to Owner that the Contract Sum meets and does not exceed the Contractor requirements and pricing terms required by the R19 Contract. Contactor shall comply with the requirements in the R19 Contract. Contractor specifically warrants that its proposal pricing meets and does not exceed the RS Means Cost Breakdown requirements as defined by ESC Region 19 Allied States Cooperative.

ARTICLE IV
PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein as follows:

Within thirty (30) days following Owner's receipt of an Application for Payment, Owner shall pay to the Contractor ninety-five percent (95%) of the value, less the aggregate of previous payments. The Owner shall not be obligated to make more than one (1) payment during any thirty (30) day period. Upon completion of the Work, Owner shall pay to Contractor a sum sufficient to increase the total payment to one hundred percent (100%) of the Project, less the amount reflecting the Owner's determination of the amount required for the Owner to complete any pending items.

ARTICLE V
ACCEPTANCE AND FINAL PAYMENT

Final payment for the Work shall be due thirty (30) days after Final Acceptance of the Work under this Contract, provided the Work is fully completed and the Contract fully performed.

ARTICLE VI
LIENS

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contact, or the land upon which the same is situated.

ARTICLE VII
INSURANCE

The Contractor hereby certifies that it has in full force and effect all of the insurance as follows:

1. Liability Insurance. The Contractor shall purchase and maintain such insurance as will protect Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable in the amounts hereinafter set forth:

2. Employer's Liability Coverage. Lines of Five Hundred Thousand and No Dollars ($500,000.00) per accident per employee per lease. In addition, if employees will be provided through a leasing company, Contractor shall provide Owner with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

3. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with a combined single line of One Million and No Dollars ($1,000,000.00) covering claims for damages because of bodily injury, sickness or disease, death and property damage, with an endorsement naming Owner as Additional Insured. Such insurance shall be on a commercial general liability form and provide coverage on an occurrence per project basis. The following coverages shall be included:

(a) Premises and Operations coverage, including coverage for explosion, collapse and underground damage, if applicable;

(b) Products and Completed Operations coverage;

(c) Blanket contractual coverage;

(d) Personal and Advertising Injury coverage;

(e) Fire damage with a limit of One Hundred Thousand and No Dollars ($100,000.00);

(f) An endorsement naming Owner as an additional insured; and

(g) Deductible limitation Five Thousand and No Dollars ($5,000.00).

4. Business Auto Liability Insurance. Contractor shall provide Business Automobile Liability Insurance, including (a) any auto, or (b) all owned, hired and non-owned automobiles, in an amount of not less than One Million Dollars ($1,000,000.00). An endorsement naming Owner as Additional Insured shall be provided.

5. Umbrella Liability Insurance. Contractor shall provide an umbrella policy in an amount of not less than Two Million Dollars ($2,000,000.00) for bodily injury and/or property damage liability listing above underlying policies, with an endorsement naming Owner as Additional Insured.

6. Property Insurance.

The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire Work at the site to the full insurable value thereof until Final Acceptance of the Project by the Owner. Such insurance shall:

(a) be "All Risk" insurance or "Special Form" coverage;

(b) include the interests of the Owner (including its agents), the Contractor, subcontractors and sub-subcontractors in the Work and shall, without limitation, insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft (of property, tools, equipment, vehicles) vandalism and malicious mischief, collapse and water damage, flood and earthquake, testing and debris removal, including demolition occasioned by enforcement of any applicable legal requirements;

(c) cover reasonable compensation for Consultant's services and expenses required as a result of such insured loss.

(d) if not covered under Builder's Risk Insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. At Owner's discretion, Owner may accept an installation floater in lieu of Builder's Risk Insurance in the amount of the contract value.

7. Contractor shall maintain all of the foregoing insurance coverage in force until Final Acceptance of the Work other than the Products and Completed Operations Coverage required under Subparagraph 6.1.2(b) above, which shall be maintained for three (3) years following Final Acceptance of the Work.

8. If by the terms of this insurance any mandatory deductions are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

9. Losses are to be adjusted with the Owner. All insurance policies shall provide for occupancy by the Owner prior to Final Acceptance.

The Contractor further certifies that the Contractor provides workers' compensation insurance coverage for all of its employees who will be employed for any of the Work described herein. The Contractor agrees to require each of its subcontractors to provide a certificate to the Contractor certifying that all of the subcontractor's employees are covered by workers' compensation insurance, and the Contractor shall deliver such certificate(s) to the Owner prior to commencement of the Work.

ARTICLE VIII
THE REGION 19 CONTRACT

This Contract is subject to the terms and conditions of the Region 19 Contract.

IN TESTIMONY WHEREOF, the parties have executed this Contract in quadruplicate effective on the day and year first set forth above.

CONTRACTOR:
NOBLE GENERAL CONTRACTORS, L.L.C., a Texas Limited Liability Company

ATTEST:
By: Christy Nevarez

By: [signature]

Name: Ruben A Gonzalez

Title: President

EL PASO INDEPENDENT SCHOOL DISTRICT

By: ______________________
Name: Diana Sayavedra
Title: Superintendent

Approved as to Form

Signed: Thursday, September 21, 2023

[signature]

Signed: Thursday, September 21, 2023

PERFORMANCE BOND
(Chapter 2253, Texas Government Code)

THE STATE OF TEXAS
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS: That we, Noble General Contractors, L.L.C. (Full Name of Contractor) a Limited Liability Company of the State of Texas hereinafter called Principal, (Full Address of Contractor) 233 N. Mesa Hills Dr., El Paso, Texas 79912-4844,

and ____
(Full Name of Surety)

of ________________________________, State of ___________________________,
(City)

hereinafter called the Surety, are held and firmly bound unto the El Paso Independent School District, hereinafter called Owner, in the penal sum of Six Thousand Forty-Eight Thousand Eight Hundred Eighty-Five and 60/100 Dollars ($648,885.60) in lawful money of the United States, to be paid in El Paso, El Paso County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the ____________ day of ________________________, 20______ , (the "Contract") for the construction of: Irvin High School Fume Hoods (Project No. 17.628C) which Contract is incorporated herein by this reference;

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Contract in accordance with the Plans, Specifications and other Contract Documents during the original term thereof, INCLUDING ANY WARRANTY AND GUARANTY PERIODS, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whether the Contractor has defaulted under the Contract, and the duties and responsibilities of the Surety in the event of such default, shall be determined in accordance with the terms of the Contract.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in El Paso County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract or to the Plans or Specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

All notices to the Principal or Surety may be mailed or delivered to the address shown following their respective signatures below.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of ________________, 20___.

PRINCIPAL:

ATTEST: ____

By______________________________
Secretary

By:____________________________________
Name:__________________________________
Title:_________________________________

____
____
(Address)

____

Witness as to Principal (if a Partnership or Individual)

____
____
(Address)

By:_______________________________
Name:_____________________________
Partner

By:_______________________________
Name:_____________________________
Partner

SURETY:

By:_______________________________
Name:_____________________________
Attorney-in-Fact

____
____
(Address)

THE ADDRESS OF THE SURETY TO WHICH A NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800/252-3439

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is a Partnership, all partners must execute bond.

PAYMENT BOND
(Chapter 2253, Texas Government Code)
(Job Order Contract)

THE STATE OF TEXAS
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS: That we ____

of ____ hereinafter called Principal, and

____ of ______________________________
(Full Name of Surety) (City)

State of _________________________, hereinafter called the Surety, are held and firmly bound unto the El Paso Independent School District, hereinafter called Owner, in the penal sum of Six Thousand Forty-Eight Thousand Eight Hundred Eighty-Five and 60/100 Dollars ($648,885.60). In lawful money of the United States, to be paid in El Paso, El Paso County, Texas, the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Job Order Contract with the Owner, dated the ___________ day of _____, 20_____, (the "Contract") for the Minor Construction, Repair, Rehabilitation and Alteration of Facilities of: Irvin High School Fume Hoods (JOC No. 21-7411) (Project No. 17.628C)

WHEREAS, pursuant to the Contract, Owner has issued the Contract effective the _____ day of ______________, 20_____ (the "Contract").

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all payment bond beneficiaries as defined in Chapter 2253, Texas Government Code, as amended, supplying labor and materials in the prosecution of the Work provided herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all payment bond beneficiaries supplying labor and material in the prosecution of the work provided for in said Contract for said Contract for said Contract, and all payment bond beneficiaries shall have a direct right of action under this bond as provided in Chapter 2253, Texas Government Code, as amended.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in El Paso County, State of Texas and that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in anywise affect its obligation on this bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

All notices to either the Principal or the Surety may be delivered to the address shown following their respective signatures below.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _______ day of ____________, 20____.

PRINCIPAL:

____

ATTEST:

By: ______________________________________
Secretary

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

(Address)

Witness as to Principal (if a Partnership or Individual)

(Address)

By:

Name:
Partner

By:

Name:
Partner

SURETY:

By:

Name:
Attorney-in-Fact

(Address)

THE ADDRESS OF THE SURETY TO WHICH A NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER:

800-252-3439

NOTE: Date of Bond must not be prior to date of the Contract.
If Contractor is a Partnership, all partners must execute bond.

CONTRACT AMENDMENT
FOR
LIMITED SALES, EXCISE, & USE TAX

STATE OF TEXAS)
)
COUNTY OF EL PASO)

WHEREAS, on this the __________ day of ________________ , 20____ ,

____, as Contractor, did enter into a Contract with the EL PASO INDEPENDENT SCHOOL DISTRICT, for the construction of improvements known as the Irvin High School Fume Hoods Project No. 17.628C and,

WHEREAS, the parties desire to amend said Contract so as to show the true intent of the parties; namely, that $227,109.96 of the Contract Sum is for services rendered and $ 421,775.64 is for materials to be furnished under the Contract.

NOW, THEREFORE, in consideration of $1.00 and other good and valuable consideration, the Contractor does hereby agree that he will, in the future, bill the charges for skills and labor separate from the charges for materials which are furnished for the above referenced improvements.

SIGNED AND EXECUTED on this the_______________day of _______________ , 20_____.

CONTRACTOR:
NOBLE GENERAL CONTRACTORS, L.L.C., a Texas Limited Liability Company

By: ______________________

Name: Ruben Gonzalez

Title: President

EL PASO INDEPENDENT SCHOOL DISTRICT
EL PASO, TEXAS

By______________________

Name: Diana Sayavedra

Title: Superintendent

EXEMPTION CERTIFICATE

The undersigned hereby claims an exemption from payment of taxes under Chapter 151, Texas Tax Code, known as the Limited Sales, Excise, and Use Tax Act, for the purchase of the tangible personal property described on the attached order or invoice which is made a part hereof, and will be purchased from ______________________________.

The reason that the undersigned is claiming this exemption is: The material listed is to be used in the construction of Irvin High School Fume Hoods, Project No. 17.628C, El Paso, Texas and an exemption is claimed under Section 151.309 of the Texas Tax Code. All of such material is to be furnished to the EL PASO INDEPENDENT SCHOOL DISTRICT, for which the improvements are being constructed by the undersigned.

The undersigned agrees that if the property is used in such a manner as to subject the sale thereof to tax under the Texas Limited Sales, Excise and Use Tax Act, the undersigned becomes liable for the tax.

EXECUTED this the ______ day of ______________________, 20__ .

CONTRACTOR:

Noble General Contractors, L.L.C., a Texas Limited Liability Company

By: ______________________

Name: Ruben Gonzalez

Title: President

EL PASO Independent School District TAX EXEMPT NO. 1-74-6000769-7

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER	
IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Jayme York PHONE (A/C, No, Ext): 214-989-7100 FAX (A/C, No): 210-696-8414 E-MAIL ADDRESS: service@ib-tx.com PRODUCER CUSTOMER ID: NOBLGEN-01

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Noble General Contractors, LLC 233 N. Mesa Hills El Paso TX 79912	INSURER A : Continental Casualty Company	20443
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1233109560 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY	LIMITS
	PROPERTY						BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	$
	BASIC	BUILDING					BUSINESS INCOME	$
	BROAD	CONTENTS					EXTRA EXPENSE	$
	SPECIAL						RENTAL VALUE	$
	EARTHQUAKE						BLANKET BUILDING	$
	WIND						BLANKET PERS PROP	$
	FLOOD						BLANKET BLDG & PP	$
								$
								$
	X INLAND MARINE		TYPE OF POLICY Builder Risk			X	Prop in Transit	$ 100,000
	CAUSES OF LOSS					X	Temp Storage	$ 100,000
	NAMED PERILS		POLICY NUMBER			X	Max Policy LMT	$ 10,000,000
A	X All Risk incl Theft		7012365475	2/5/2023	2/5/2024	X	Ded. AOP -	$ 2,500
	CRIME							$
	TYPE OF POLICY							$
								$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							$
								$
								$
								$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Builders Risk includes blanket Loss Payee endorsement (G-15028-A 08/89) as required in a written contract with the named insured.
Fire-Resistive, PPC 1 through 8 Limit - 6,500,000
Masonry Non-Combustible, PPC 1 through 8 - Limit 6,500,000
Metal Non-Combustible, PPC 1 through 8 - Limit 5,000,000
Joisted Masonry, PPC 1 through 8 - Limit 2,000,000
See Attached...

CERTIFICATE HOLDER	CANCELLATION
El Paso Independent School District 1100 N. Stanton, 8th Floor El Paso, TX 79902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: NOBLGEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED
IBTX Risk Services		Noble General Contractors, LLC 233 N. Mesa Hills El Paso TX 79912
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** CERTIFICATE OF PROPERTY INSURANCE

SPECIAL CONDITIONS:

Frame, PPC 1 through 8 Limit - 1,000,000

*Deductible AOP - Named Storms/Wind & Hail $10,000
*Tier 1 Excluded - Named Storms/Wind or Hail - All States
EPISD Project Number: 17-628C; Project Name: 2016 Bond Irvin High School Fume Hoods - 17.628C; Project Address: 5400 Sanders Ave. El Paso Texas 79924.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE FORM

SCHEDULE

			Provisions Applicable		
Location (If Applicable)	**Description of Property**	**Loss Payee (Name & Address)**	**Loss Payable**	**Lender's Loss Payable**	**Contract Of Sale**

REFER TO INLAND MARINE LOSS PAYEE SCHEDULE

A. When this endorsement is attached to your Commercial Inland Marine Coverage Form the term Coverage Form in this endorsement is replaced by the term Policy.

B. LOSS PAYABLE

The following is added under the Loss Conditions section of the Commercial Inland Marine Conditions, Paragraph **E.** – Loss Payment:

For Covered Property in which both you and a Loss Payee shown in the above Schedule have an insurable interest, we will:

1. Adjust losses with you; and

2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

C. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the above Schedule is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:

a. Bills of lading;

b. Financing statements;

c. Chattel mortgages.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear;

b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property;

c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Form, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(1) Pays any premium due under this Coverage Form at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Form will then apply directly to the Loss Payee.

d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principle on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added under the Loss Condition section of the Commercial Inland Marine Conditions, Paragraph **F.** – Other Insurance:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Jayme York PHONE (A/C, No, Ext): 214-989-7100 FAX (A/C, No): 210-696-8414 E-MAIL ADDRESS: service@ib-tx.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED NOBLGEN-01 Noble General Contractors, LLC 233 N. Mesa Hills El Paso TX 79912	INSURER B : Transportation Insurance Company	20494
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2009580617 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7012256711	2/5/2023	2/5/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7012256692	2/5/2023	2/5/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7012256725	2/5/2023	2/5/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7012256708	2/5/2023	2/5/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include blanket additional insured endorsements (CNA74705XX 01/15, CNA75079XX 10/16, CA2001 10/13) as required in a written contract with the Named Insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsements (CNA74705XX 1/15, CNA63359XX 04/12, WC420304B) as required in a written contract with the Named Insured. Primary Noncontributory wording per attached endorsements (CNA74705XX 01/15, CNA63359XX 04/12). Cancellation provisions-see attached (CNA74702XX 01/15, CNA68021XX 02/13). Umbrella is follow form of the General Liability, Auto and Work Compensation policies subject to policy terms and conditions.

EPISD Project Number: 17-628C; Project Name: 2016 Bond Irvin High School Fume Hoods - 17.628C; Project Address: 5400 Sanders Ave. El Paso Texas 79924.

CERTIFICATE HOLDER	CANCELLATION
El Paso Independent School District 1100 N. Stanton, 8th Floor El Paso, TX 79902	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

CNA	**CNA PARAMOUNT** **Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. **ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

   This insurance does not apply to:

   Knowing Violation of Rights of Another

   Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

   (a) the **Named Insured**; or

   (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA

Business Auto Policy
Policy Endorsement

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NOBLE GENERAL CONTRACTORS, LLC

Endorsement Effective Date: 02/05/23

SCHEDULE	
Insurance Company: The Continental Insurance Company	
Policy Number: 7012256692	**Effective Date:** 02/05/23
Expiration Date: 02/05/24	
Named Insured: NOBLE GENERAL CONTRACTORS, LLC	
Address: 233 N MESA HILLS EL PASO, TX 79903	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Liability	$1,000,000 **Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** $1,000 **Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus** $1,000 **Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
   - **a.** You;
   - **b.** Any of your "**employees**" or agents; or
   - **c.** Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a " **leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra " **auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

CNA

Business Auto Policy
Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT – BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) Bodily injury or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

(2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. **Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. **Diminution In Value**

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. **Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. **BUSINESS AUTO CONDITIONS**

A. **Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

CNA | **CNA PARAMOUNT**

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	N/A
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE EL PASO TX 79903

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA

Business Auto Policy
Policy Endorsement

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

NAMED INSURED: Noble General Contractors, LLC
POLICY NUMBER: 7012256708

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations
3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)
Endorsement Effective Date: Endorsement Expiration Date:
Endorsement No: 5; Page: 1 of 1
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: 7012256708
Policy Effective Date: 02/05/23
Policy Page: 36 of 40

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 8/28/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	COMPANY
PHONE (A/C, No, Ext): 214-989-7100 IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde, TX 78163 FAX (A/C, No): 210-696-8414 E-MAIL ADDRESS: service@ib-tx.com CODE: SUB CODE: AGENCY CUSTOMER ID #:	Continental Casualty Company 333 S. Wabash Ave. Floor 22 Chicago, IL 60604
INSURED Noble General Contractors, LLC 233 N. Mesa Hills El Paso TX 79912	LOAN NUMBER: POLICY NUMBER: 7012256711 EFFECTIVE DATE: 02/05/2023 EXPIRATION DATE: 02/05/2024 CONTINUED UNTIL TERMINATED IF CHECKED: ☐ THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location 1: 233 N. Mesa Hills, El Paso, TX 79912
Location 2: 450 Lange Drive, Wimberley, TX 78676

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD X SPECIAL X Including Theft

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Location 1 -Building 1: Personal Property-RC	30,000	2,500
Location 2- Building 1: Personal Property-RC	20,000	2,500
2% Wind/Hail Deductible		

REMARKS (Including Special Conditions)

EPISD Project Number: 17-628C; Project Name: 2016 Bond Irvin High School Fume Hoods - 17.628C; Project Address: 5400 Sanders Ave. El Paso Texas 79924.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS	
El Paso Independent School District 1100 N. Stanton, 8th Floor El Paso, TX 79902	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

STANDARD TERMS AND CONDITIONS FOR JOB ORDER CONTRACTS

The Contractor agrees that the Job Order Contract (the "Contract") shall be governed by the following terms and conditions.

1. COMMENCEMENT OF WORK.

1.1 No work shall be performed under the Contract unless has been executed by the Superintendent of Schools and insurance certificates and payment and performance bond documents (if applicable) have been provided to the Owner.

1.2 The Contractor shall deliver to Owner a revised certified payroll listing the Contractor's employees and their respective job classifications. To the extent that the services of any employee require a license, Contractor shall deliver to Owner current licenses.

2. THE WORK. The Contractor shall:

2.1 be expected to provide all labor, equipment, supplies, materials, superintendence and testing necessary for completion of the Work. The Contractor shall complete such details of work for the successful operation of systems.

2.2 perform Work to be done in a neat and orderly manner, in accordance with industry standards, required code and adhere to the Owner's construction specifications.

2.3 pay all applicable costs, fees and permits.

2.4 upon completion of work, clear the job site of any and all debris. All work shall be scheduled as to be safe and shall not interfere with classes or meetings in any way unless approved by the Owner Maintenance, Buildings and Grounds Director due to special need or an emergency situation.

2.5 be on call 24 hours a day in case of an emergency. Upon award, the Contractor shall provide the Director for Facilities and Construction with the telephone number(s) of the person or persons to be called in case of an emergency. All calls shall only notice, with written authorization to follow.

2.6 provide only new equipment and materials, unless otherwise indicated in the Contract.

2.7 ensure that the manufacturer's name, address, model number and serial number are permanently attached in a conspicuous location, on all major equipment components.

2.8 ensure that all materials furnished under these specifications are the standard product of manufacturers regularly engaged in the production of such equipment and are the manufacturers' latest approved standard design.

2.9 comply fully and shall cause its Subcontractors and their respective employees to fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to.

- 2.9.1 Executive Order 11246, Equal Opportunity Employment, as amended.
- 2.9.2 "Anti-Kickback" Acts.
- 2.9.3 Davis-Bacon Act, if applicable.
- 2.9.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- 2.9.5 Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations 40 C.F.R., Part 51.
- 2.9.6 Energy Policy and Conservation Act (P.L. 94-163).
- 2.9.7 Latest update to Department of Labor Occupational Safety and Health Administration Regulation published in 29 C.F.R. Parts 1910 and 1926, dated Tuesday, August 9, 1994.

2.10 visit the premises where work is to be performed prior to start of work, as it is the Contractor's responsibility to identify all costs associated with a particular Contract.

2.11 carefully lay out all work in advance so as to minimize cutting, channeling, chasing or drilling of floor, walls, partitions, ceilings, etc.

2.12 perform all cutting, drilling, anchoring or welding of structural members in a manner having the Owner's prior approval.

2.13 fire seal any penetrations of firewalls per specific U.L. System Number.

2.14 perform any work details and materials not otherwise mentioned shall be included in the scope of work for this Contract.

2.15 with respect to electrical:

2.15.1 shall perform all cutting, channeling, drilling, etc. as required for the proper support, concealment, installation or anchorage of raceways, outlets, or electrical equipment in a careful manner. Any damage to the building, structure, equipment, or defaced finish or metal work shall be repaired by skilled workers of the trades involved at the bidder's expense and to the satisfaction of the Owner.

2.15.2 ensure that all electrical personnel working on an Owner site are licensed and working under the supervision of a Master Electrician, as appropriate, at all times.

2.15.3 shall provide a suitable box or crate electrical equipment and cover with waterproof covers to protect against dirt, moisture or other accidental exposure.

2.15.4 where the Underwriters Laboratories (UL) have established standards and issued labels for a particular group, class or type of material, apparatus, type of appliance or device, shall provide the UL label on all such items in that category incorporated into the work.

2.15.5 where such items are not covered by UL standards, meet or exceed the requirements of the current National Electric Code (NEC) or, if not covered there, by the applicable published recognized standard of the American National Standards Institute (ANSI) or the industry, and the related engineering society. Example: National Electrical Manufacturers Association (NEMA) and Institute of Electrical and Electronics Engineers (IEEE).

2.16 with respect to carpentry:

2.16.1 adhere at all times to general practices for the carpentry trade within the scope of work. A Carpentry Foreman shall supervise work performed.

2.16.2 where specified, in the Scope of Work, use only the type of materials specified.

2.17 with respect to painting:

2.17.1 adhere at all times to general practices for the painting trade within the scope of work. A Supervisor shall supervise work performed.

2.17.2 where specified, use only the type of paint (brand and color) specified for the completion of the work.

2.18 mark equipment in detail according to the specifications or in the same manner as existing equipment being replaced, (no dymo (stick-on indented plastic) label will be permitted) and identify equipment as designated by Owner.

2.19 retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the Owner Maintenance, Buildings and Grounds Director and acknowledged as itemized receipts to obtain request for final payment.

2.20 use all means necessary to protect the work and materials before, during and after installation and to protect the work and materials of all other surroundings.

2.21 in the event of damage, immediately make all repairs and replacements necessary to the approval of Owner, with no additional cost to the Owner.

2.22 store and protect materials and equipment in accordance with the manufacturer's recommendations.

2.23 use only thoroughly trained and experienced workmen completely familiar with the items required or with the manufacturer's recommended methods of installations. In acceptance or rejection of work performed, no allowance will be made for the lack of skill on the part of the worker(s).

2.24 where details or specific installation specifications are not included, follow approved manufacturer's recommendations.

2.25 install, complete, thoroughly check, correctly adjust, clean and leave ready for operations all equipment and material connected with the project.

2.26 cooperate with other parties and Contractors so that the installation of materials and equipment may be properly coordinated and provide minimum disruption.

2.27 furnish three (3) copies of the operating maintenance manuals to the Owner, as well as copies of all approved submittal data as it applies.

2.28 be fully responsible to the Owner for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the Owner and any such Subcontractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any such Subcontractor except as may otherwise be required by law.

2.29 for jobs exceeding thirty (30) days, provide thirty (30) day progress reports indicating current status of the Work to include verification of work schedule and percentage of Work completion.

2.30 maintain and will cause its Subcontractors to maintain a daily log for each worksite in form acceptable to Owner and which, at a minimum, identifies time-in/time-out for each employee and his/her job classification.

3. <u>PREVAILING WAGE RATE</u>.

3.1 The Owner has determined a Prevailing Wage Rate Schedule of Per Diem Wages for most crafts or types of workmen or mechanics, and has specified this rate. These rates, set out elsewhere, form part of the Contract Documents, and are incorporated herein by reference in their entirety. Except as set forth in Section 3.2, the Contractor and any Subcontractor under him shall pay no less than the aforesaid rates. Nothing herein shall prevent the payment of an amount greater than such rates. The provisions of Chapter 2258 of Texas Government Code, as presently in effect or hereafter amended, are incorporated herein by reference in their entirety. If the Contractor or any Subcontractor violates this section, the Contractor or Subcontractor shall pay to Owner Sixty and No/100 Dollars ($60.00) for each worker employed for each calendar day or part of the date that the worker is paid less than the Prevailing Wage Rate Schedule. Contractor and each Subcontractor shall provide records showing the name and occupation of each worker employed with respect to the Project and the actual per diem wages paid to each worker on a certified payroll. Such records shall be open at all reasonable hours for inspection by the Owner and its agents.

3.2 The Contractor or Subcontractor shall insert in all subcontracts the provisions of this Section 3 and a clause requiring the Subcontractors to include these clauses in any lower tiered subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the requirements of this Section 3.

3.3 To insure compliance with the provisions of this Section 3, the Contractor shall:

- post the Prevailing Wage Rate schedules made part of this Contract at each work site in a prominent location readily accessible to the workers through the duration of the Project.
- shall post a notice to be provided by Owner regarding Prevailing Wage Rates, in English and Spanish, which shall be posted nearby the Prevailing Wage Rate schedules.

No worker shall be discharged by the Contractor or a Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint or instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the Prevailing Wage Rates.

The Contractor and each Subcontractor shall allow expeditious jobsite entry by the Owner's Director of Planning, Engineering & Construction and/or his agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. The Contractor and each Subcontractor shall allow Project employees to be interviewed at random or specifically ask to speak to workers for a reasonable duration by the Owner's Director of Planning, Engineering & Construction and/or his agents and representatives to facilitate compliance determinations regarding the provisions of this Contract with reference to the Prevailing Wage Rates. The Owner's representative will have the employee sign the interview sheet and compare the sheet to the submitted payroll to determine if there are any discrepancies. Attached, as Schedule 1, is a sample worker interview form.

The Owner reserves the right to terminate this Contract for cause if the Contractor and/or any Subcontractor shall breach any of these provisions regarding the Prevailing Wage Rates.

Contractor and each Subcontractor must indicate on the certified payroll submitted, employees in their employ. The Owner will provide a uniform format to the Contractor and each Subcontractor for certified payroll submissions, which will include the employee's name, social security number, job title, and wage. Attached, as Schedule 2, is a sample format for certified payroll submission and a sample of work classification certification, as Schedule 3.

3.4 Contractor's records will, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of the contract and for a period of five (5) years after final payment or longer if required by law.

Contractor's records as referred to in this Contract will include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, agreements, purchase orders, leases, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Document. Such records will include (hard copy, as well as computer readable dates if it can be made available), written policies and procedures; time sheets; payroll registers; canceled checks; subcontract files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to Owner in connection with the Contractor's dealings with the Owner (all of the foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of Contractor's compliance with Contract requirements.

3.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges (of any nature) by the Contractor to the Owner in excess of one percent (1%) of the total Contract billings, in addition to making adjustments and/or payments, the reasonable actual cost of the Owner's audit will be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of Owner's finding to Contractor.

3.6 If accounting or audit services are required in order to reconcile the Contractor's account (payments: billings), and it is determined that the reconciliation is required as a result of the action or lack of action on the Contractor's part, then the Contractor will be liable for all reasonable accounting and or audit costs incurred by the Owner to perform the reconciliation.

4. PERSONNEL STANDARDS. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services, which they will perform under the Contract. The Contractor, its employees, Subcontractor, and Subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco products, illegal drugs or controlled substances while on the job or on the Owner's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job. The following personnel standards shall apply to all Contractor's personnel assigned to Owner's property. Deviations from these standards require written consent of the Owner before Contractor's personnel are assigned to Owner's property.

4.1 EMPLOYMENT BACKGROUND. Provision Deleted.

4.2 CRIMINAL BACKGROUND. Contractor's personnel assigned to Owner's property shall have a clean criminal record. The Contractor shall conduct local and statewide criminal record checks. Contractor must give written notice to the Owner if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must be given prior to entering the contract to the Owner, and must include a general description of the conduct resulting in the conviction of a felony. The Owner has the right to terminate a contract with a person or business entity if the Owner determines that the person or business entity failed to give the notice required in this paragraph or misrepresented the conduct resulting in the conviction. This paragraph does not apply to a publicly held corporation. Contractor shall comply at its sole expense with all applicable laws in performance of the contract to be awarded. If the award involves the provision of any services to the Owner, the person or business entity that proposes to enter into a contract with the Owner shall furthermore comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, Section 153.1117 of Title 19 of the Texas Administrative Code, and any Owner board policy relating to or arising from such statute or regulation, shall ensure that no covered employee of the person or business entity that proposes to enter into a contract with the Owner or of any subcontractor [if authorized] with a disqualifying criminal history performs services under the award at or for the Owner, and shall timely provide to Owner written certifications thereunder in such form and substance as requested by the Owner. The Contractor shall execute and deliver the Contractor Certification Regarding Criminal History in the form attached hereto as <u>Exhibit "2"</u>.

4.3 DRIVING RECORD. Contractor's personnel shall possess driving records reflecting reasonable care and judgment. The benchmark for failure to meet this standard shall be:

4.3.1 Three moving violations within the past three years;

4.3.2 Or any upheld suspension or revocation of license within the past three years;

4.3.3 Or any conviction for driving under the influence of intoxicants (DWI), without a time limit.

Vendor shall provide results of motor vehicle record checks.

4.4 FREEDOM FROM DRUG USE. Contractor's personnel assigned to Owner's property shall be demonstrably free from addiction to, or use of, illicit drugs, as determined by a ten-panel urinalysis drug screening. Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

4.5 APPEARANCE. Contractor's personnel assigned to Owner's property should present a positive appearance that reflects good personal grooming habits. Appearance standards are:

4.5.1 Only prescription eye-glasses may be worn. Sunglasses shall not be worn inside the building except on written recommendation of a physician.

4.5.2 No jewelry in their noses or ears, except for women with pierced ears who may wear earring studs. No excessive or "dangling" jewelry may be worn on the neck, wrist or waist. Two rings and a wristwatch only, may be worn on finger and wrist.

4.6 PUBLIC RELATIONS SKILLS. Personnel assigned to Owner's property shall possess satisfactory public relations skills, sufficient to permit them to interact positively with Owner's employees, visitors, and the general public.

4.7 IDENTIFICATION BADGES. All persons present on the Project site are required to possess and display on their person a form of identification. The Contractor is required to provide, at its own expense, an identification badge for all employees working on the project, i.e. Contractor's and Subcontractor's personnel, and ensure they are prominently displayed at all times while on the Project site. A color photo identification badge, furnished by the Contractor, must include a recent facial color photograph, the individual's full name and the name of the company employing them on the project premises. The photo identification badge must not be smaller than a Texas issued drivers' license. A duplicate copy of each color photo ID shall be submitted to the Owner for its records.

5. **PRICING**.

5.1 The Contractor shall furnish a price breakdown, itemized as required by Owner, for the Work.

5.2 Pricing requested on the Proposal Form, for miscellaneous trades shall be a cost differential from a standard trade price book such as R.S. Means. This pricing method may be used for general trades other than those specified and the rates for these minor construction trades shall be established under this price structure. If using other than R.S. Means, the Contractor must provide two copies of the price book rates from which the rates will be calculated.

5.3 Hourly rates contained in the Proposal shall be firm for the duration of the Contract term including extensions.

5.4 Where a specific item or type of work is not covered by specified rates or in the price book, the price book may be used to determine prices for the item or type of work based on a comparison of form, fit, and function to those specified in the price book.

5.5 Where pricing cannot be determined by the price book or comparison, the Contractor shall furnish a price breakdown sufficient in detail to permit analysis of material, labor, equipment, sub-contract, and overhead costs, as well as profit, and shall cover all work involved, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. All costs claimed are subject to negotiation.

5.6 Owner and Contractor acknowledge and agree that any percentage mark-up contained in the Proposal Form is intended to, and shall cover the Contractor's profit and all indirect cost including but not limited to, home office expenses, branch office and field office overhead expenses of any kind; project management, superintendents, detailing; legal, accounting, data process or other administrative expenses; shop drawings, permits; comprehensive general liability insurance; auto insurance; vehicle cost; and all tools and equipment. Project Managers shall be considered part of field supervision and are included as part of overhead, unless they are working foremen. As used herein, "working foreman" is a person who works (production work) with his subordinates one hundred (100%) of his time each day at each work site.

5.7 When specified, Owner will allow a mark-up on equipment that is purchased by other means to achieve completion in a timely manner. To prevent discrepancies that would otherwise keep the Work from progressing, this amount will paid as part of the retention and paid in full on project completion at the end of warranty period.

5.8 Contractor shall not mark-up freight charges associated with the delivery of repair/replacement parts. All freight charges shall be billed at Contractor's direct cost.

6. **INVOICING REQUIREMENTS.**

6.1 Contractor shall bill not more than one (1) time every thirty (30) days. All invoices must be original, facsimile (FAX) or photostatic copies of invoices will not be acceptable.

6.2 Each invoice must:

6.2.1 contain the Contractor's name, remittance address, vendor number, unique invoice number, the Owner's project number, the Owner's purchase order number, Owner's unique account string, payment terms and invoice total.

6.2.2 contain the applicable hourly rates, parts cost and other pertinent information, on the service report/invoice for tracking purposes.

6.2.3 be legible. Invoices, which are illegible, will not be processed but will be returned to the Contractor's for correction and re-submittal.

6.2.4 accurately reflect the invoice total. Incorrect invoices (unit price or arithmetic errors) will not be processed but will be returned to the Contractor for correction and re-submittal.

6.3 Not Applicable.

6.4 Payment will not be made by the Owner to Contractor for any employee not listed on the certified payroll and on the Contractor's manpower reports.

6.5 Employees of Contractor performing two (2) or more jobs for a substantial period of time during the course of the day should be properly classified and shown on the payroll and all of the different jobs performed at each worksite. The corresponding wage rates for the different classifications, as well as the time worked (time-in/time-out) on each project should be shown on the payroll records.

6.6 No time charges for overtime hours worked on the Project will be allowed if the employee is not actually paid for the overtime.

7. **REPRESENTATIONS AND WARRANTIES**. The Contactor represents and warrants to Owner that:

7.1 the prices quoted in the Scope of Work are in compliance with the Region 19 Contract.

7.2 it has good and indefeasible title to all services and materials furnished under the Contract, and that the services and materials are free and clear of all liens, claims, security interests and encumbrances. The Contactor shall indemnify and hold the Owner harmless from and against all adverse title claims to the services and materials.

7.3 all services and materials sold the Owner under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

7.4 all services to be provided the Owner under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

7.5 the services and materials supplied by the Contactor in accordance with the specifications in the Contract will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the services and materials and the Contactor does not know of any valid basis for any such claims.

7.6 that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contactor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contactor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.7 if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Contract; and (2) does not boycott energy companies and will not boycott energy companies during the term of the contract. This section does not apply to a sole proprietorship.

7.8 Contactor represents and warrants that: (1) it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; and (2) it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

7.9 under Section 231.006 of the Texas Family Code, to the extent applicable to the Contract, the Contactor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification/representation and warranty is inaccurate.

7.10 Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

7.11 if Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.12 Contractor is not a provider or affiliate as defined in Texas Government Code §2273.003(a).

8. **INDEMNIFICATION**.

8.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS AGENTS AND EMPLOYEES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY, WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON, DESCRIBED IN THIS PARAGRAPH.**

8.2 **IN ANY AND ALL CLAIMS AGAINST THE OWNER OR ANY OF ITS AGENTS OR EMPLOYEES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES AND SUBCONTRACTOR OF ANY TIER, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT'S ACTS.**

9. **TERMINATION FOR CAUSE**. In the event of a default by the Contractor, the Owner shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the Owner's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the Owner shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the Owner as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate.

10. **TERMINATION WITHOUT CAUSE**. The Owner shall have the right to terminate the Contract, in whole or in part, without cause any time upon seven (7) days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The Owner shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

11. **DELAYS**. The Owner may delay scheduled delivery or other due dates by written notice to the Contractor if the Owner deems it is in its best interest without additional cost.

12. **GRATUITIES**. The Owner may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the Owner that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Owner with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the Owner pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

13. **ASSIGNMENT**. The Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned by the Contractor without the prior written consent of the Owner. Any attempted assignment by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

14. **WAIVER**. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the Owner of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

15. **MODIFICATIONS**. The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any of the Contractor's invoices, orders or other documents shall have any force or effect to change the terms, covenants, and conditions of the Contract.

16. **INTERPRETATION**. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against

one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

17. **JURISDICTION AND VENUE**. The Contract is made under and shall be governed by the laws of the State of Texas. All issues arising from this Contract shall be resolved in the courts of El Paso County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Owner to seek and secure injunctive relief from any competent authority as contemplated herein.

18. **FINAL INSPECTION**

18.1 The Contractor shall demonstrate that the work completed meets the requirements of Owner. The Owner shall give final approval to all work performed.

18.2 Should any portion of the work fail to meet the requirements of the Owner, the Contractor shall repair or replace items failing to meet requirements until items can be demonstrated to comply.

18.3 Upon completion of jobs where materials are used, the Contractor shall submit proof of purchase (invoice) to Owner, or designated Project Manager, with each payment request.

19. **PLACE AND CONDITION OF WORK**. The Owner shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the Work in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of the Work requirements and specifications, the location and essential characteristics of the work site(s), the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Proposer's obligations under the Contract. **THE CONTRACTOR HEREBY RELEASES AND HOLDS THE OWNER HARMLESS FROM AND AGAINST ANY LIABILITY OR CLAIM FOR DAMAGES OF ANY KIND OR NATURE IF THE ACTUAL SITE OR SERVICE CONDITIONS DIFFER FROM EXPECTED CONDITIONS.**

SECTION 01010: COVERED SITES AND CONTACTS

Irvin High School
5400 Sanders Ave.
El Paso, TX 79924

Project Manager
Luz Favela
Lfavel1@episd.org
915-230-8967

Executive Director for Facilities and Construction
Irene Ramirez
idramirez@episd.org
(915) 230-2291

EL PASO
INDEPENDENT
SCHOOL DISTRICT
Facilities & Construction

Finance and Operations
Facilities & Construction

RECORD OF WORKER/TRADESMAN INTERVIEW

Sensitive information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

Project Number:	Prime Contractor:
Project Name	Employer (Contractor or Subcontractor)
Name of Worker	Home Address and Zip Code
Date first worked on project;	Average no. of hours worked on project daily:
Your hourly pay rate $	Your Job Classification
Your Duties:	
Tools or equipment used:	
Do duties observed by interviewer conform to Job Classification trade? Circle One: Yes No (If no, please explain)	
Remarks (Continue on back if necessary):	
Name of Foreman on project site:	
Signature of Worker:	Date of Interview:
Payroll Examination: Remarks (Continue on back if necessary): Date:	PM Initials:

Worker Interview form

SCHEDULE 1

Certified Payroll

Company: ____

Pay Period:_________________ to _________________________

	Employee	SSN	Job Title	Wage
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

SCHEDULE 2

EMPLOYEE'S STATEMENT OF WORK

CLASSIFICATION

I, ______________________________, DO HEREBY CERTIFY THAT I AM ENGAGED IN THE FOLLOWING WORK CLASSIFICATION(S):

____

(NAME AND/OR TITLE OF WORK CLASSIFICATION)

FURTHERMORE, I DO AGREE TO THE WAGE RATE OF $______________ PER HOUR.

______________________________ (SIGNATURE OF EMPLOYEE)

______________ (DATE SIGNED)

____

(PRINT OR TYPE THE NAME OF THE ABOVE EMPLOYEE)

EMPLOYER'S NAME, ADDRESS & PHONE NO.:
(CONTRACTOR/SUBCONTRACTOR COMPANY)

____

____

____

____

(   ) ______________________________

EMPLOYER/COMPANY REPRESENTATIVE
SIGNATURE:

____

(OWNER, PARTNER, OR OFFICER OF COMPANY)

____

DATE

SCHEDULE 3

SCOPE OF WORK AND SCHEDULE

Irvin High School
5400 Sanders Ave.
El Paso, TX 79924

Owner:	El Paso Independent School District
Project:	Irvin High School Fume Hoods
Date of Proposal	September 6, 2023

Scope of Work:

Installation of new Fume Hoods at rooms B139, B144, B146, B148, B235, and B238. Services include relocation/re-arrangement of water treatment tanks and dishwasher in prep room(s). The Scope of the Work is as detailed in the Plans and Specifications included at P&S 1-316. To the extent of any conflict between the Plans and Specifications and the Contractor's Proposal of September 6, 2023, the Plans and Specifications take precedence and control.

Sub Total

1. Contractor's direct cost total $638,896.00
2. Payment and Performance bond $9,989.60
3. **Proposed Price $648,885.60**

The dollar amount will not be exceeded unless a CO is requested.

Preliminary Schedule

__200__ calendar days total anticipated duration from Notice to Proceed to Substantial Completion.

Final Completion shall be reached within 30 calendar days of Substantial Completion

Region 19 – Allied States Cooperative Requirements

Contractor represents and warrants that the Scope of Work and Contract is in and will remain in compliance with Education Service Center Region 19 – Allied States Cooperative ("ASC") JOC #21-7411 ("R19 Contract").

The Contractor further represents, covenants, and warrants to the Owner that this Contract meets all requirements of and Contractor will submit all required documents pursuant to the R19 Contract in the performance of this contract.

4BT, LLC
4BuildingTogether
www.4bt.us

September 7, 2023

Luz Favela
ESSER Funding Project Manger
Facilities & Construction
1100 N Stanton, 8th Floor
El Paso, TX 79902

RE: Informal Compliance Review for the EPISD – Irvin HS Fume Hoods 4BT OpenJOC Building in Cloud System Line Item Estimate, as submitted by Noble General Contractors, as per their Contract-RFP #21-7411 Job Order Contracting & Facilities Construction Services – State of Texas– ESC Region 19 Allied States Cooperative.

Ms. Favela,

4BT, LLC performed an informal compliance review (ICR) for the referenced project provided by Noble General Contractors, (Vendor). The submitted Line Item Estimate including quantities was developed using the 4BT OpenJOC Building in Cloud System (4BT-CE) and created by the vendor.

We recognize that the Vendor's proposal, along with this ICR, may result in a purchase order from the ASC Member. The ASC contract required ICR is not intended for price verification, rather, the review is for transparency and compliance purposes only.

The construction means and methods for this ICR were based upon our professional experience in JOC Line item estimating, and adherence to JOC fundamentals. The following comments are based upon the Vendor's proposed scope of work dated 9/6/2023 as well as their Line Item Estimate dated 9/6/2022

The JOC estimate was reviewed for the proper vendor contract coefficient, JOC fundamentals, proper usage of "pass-thru's", & proper line item usage based on the ESC19/ASC contract RFP #21-7411.

The Vendor's proposal states that the project is to be performed Regular Working Hours with a Coefficient of (1.17) The Vendor used the correct Coefficient.

The Vendor's 4BT-CE JOC line item estimate is consistent with the ASC contract requirements.

If you have any questions, please do not hesitate to call me.

Sincerely,

Carter Hinkle

Carter Hinkle
Compliance Specialist Analyst

CC: Rebecca Hernandez, ESC1

Email info@4BT.US
Phone 512.707.0717
www.4bt.us

INFO@4BT.US

FourBT, LLC
54 Commander Lane
Hobley FL 34122

Noble General Contractors

September 6, 2023

Luz Favela
ESSER Funding Project Manager
Facilities & Construction
1100 N. Stanton, 8th Floor
El Paso, Texas 79902

Re: Irvin High School Fume Hoods

Dear Ms. Favela,

Noble General Contractors is pleased to offer our proposal to perform the scope as Below:

SUMMARY OF WORK: As per Drawings from Alegro Engineering Dated 07/21/2023.

1. Demo existing exhaust ducts and grilles
2. New stainless-steel ductwork
3. Repair wall penetrations
4. Replace gypsum board ceilings and soffits.
5. Tape, texture, and paint
6. Remove ceiling tiles, store, and replace.
7. Provide and install 11 Fume Hoods
8. Test and balance of fume hoods
9. All required mechanical and electrical for installation of fume hoods.
10. Any fire sprinkler modifications that are required

4BT Open JOC Price Totals	**$542,311.00**
Coefficient 1.17	**$51,026.69**
Coefficient Non-Pre-Priced 1.17	**$41,166.18**
Pass Through to owner P&P Bonds	**$9,989.60**
Pass Through to owner City of El Paso Building Permit	**$4,392.13**
Total Proposed Price	**$648,885.60**

Thank you,

Paulina Estrada
Project Engineer/Estimator

Noble General Contractors, LLC
233 N. Mesa Hills Dr., El Paso, Texas 79912
(915) 887-0001 Voice, (915) 887-0009 Fax

Project #: NOBLE
Fume Hoods and Rocket display
Noble General Contractors, LLC
Estimated By: ruben.gonzalez@noblegeneral.com

01 - General Requirements	127.460,92	02 - Existing Conditions	0,00
03 - Concrete	0,00	04 - Masonry	0,00
05 - Metals	17.207,64	06 - Wood- Plastics- And Composites	0,00
07 - Thermal And Moisture Protection	2.292,65	08 - Openings	0,00
09 - Finishes	69.046,00	10 - Specialties	0,00
11 - Equipment	242.154,00	12 - Furnishings	0,00
13 - Special Construction	0,00	14 - Conveying Equipment	0,00
21 - Fire Suppression	7.908,56	22 - Plumbing	186,30
23 - Heating- Ventilating- And Air Conditioning (Hvac)	67.627,75	25 - Integrated Automation	0,00
26 - Electrical	8.427,18	27 - Communications	0,00
28 - Electronic Safety And Security	0,00	31 - Earthwork	0,00
32 - Exterior Improvements	0,00	33 - Utilities	0,00
34 - Transportation	0,00	35 - Waterway And Marine Construction	0,00
41 - Material Processing And Handling Equipment	0,00	46 - Water And Wastewater Equipment	0,00
48 - Electrical Power Generation	0,00		

Totals ($)

Priced total	300.157,00
Non-priced total (44,65%)	242.154,00
Total before coefficients	**542.311,00**
JOC (1.17)	51.026,69
JOC Non Pre-Priced (1.17)	41,166.18
Grand total	**634,503.87**

Project #: NOBLE
Fume Hoods and Rocket display
Noble General Contractors, LLC
Estimated By: ruben.gonzalez@noblegeneral.com

Code	Description	U/P	UOM	Qty	Total ($)
01 - General Requirements					
01 42 21 12.00.00 0142	Residential Project Representative *(Notes: Full time project superintendent as required by contract)*	110,00	HR	1040.0	114.400,00
01 56 16 12.00.00 0104	Ram Board (Floor Protection) *(Notes: Floor protection for classroom floors)*	79,00	CSF	55.0	4.345,00
01 56 16 12.00.00 0112	Wall Protection 4 MIL Plastic Sheeting Including Tape *(Notes: Plastic to cover items in classrooms)*	0,18	SF	11000.0	1.980,00
01 56 26 14.00.00 0100	Rented Chain Link- 6 ft High- To 500 Lf (Up To 12 Months) *(Notes: Chain link fence rental for dumpster and lay down area)*	7,97	LF	100.0	797,00
01 74 19 10.00.00 0104	40 Cy Dumpster - Cost Per Dump *(Notes: Rubbish Disposal)*	989,82	EA	6.0	5.938,92
					Total: 127.460,92
05 - Metals					
05 05 23 12.18.00 0104	3/8 in Snap-Off Self Drilling Anchor 1-17/32 in Minimum Depth In Concrete *(Notes: Screws)*	19,98	EA	478.0	9.550,44
05 05 23 12.18.00 0108	5/8 in Snap-Off Self Drilling Anchor 2-15/32 in Minimum Depth In Concrete *(Notes: Screws)*	30,29	EA	240.0	7.269,60
05 05 23 12.30.00 0114	Expansion Anchors- 4.25 in Long- Wedge- Carbon Steel- 1/2 in Diameter *(Notes: Anchors)*	6,46	EA	60.0	387,60
					Total: 17.207,64
07 - Thermal And Moisture Protection					
07 84 13 12.12.00 0112	6 Inch Round Duct Diameter Penetration Fire Stopping Horizontal,2 sides, Foam Sealant *(Notes: Fire stopping)*	56,78	EA	6.0	340,68
07 84 13 12.14.00 0128	24 Inch X 24 Inch Duct Penetration Fire Stopping Vertical,Top And Bottom, Foam Sealant *(Notes: Fire stopping)*	127,51	EA	11.0	1.402,61
07 92 13 12.12.00 0106	Caulking And Sealants- Backer Rod- Polyethylene- 1 in Diameter *(Notes: Sealants)*	0,84	LF	654.0	549,36

					Total: 2.292,65
09 - Finishes					
09 01 20 14.00.00 0100	Plaster And Drywall- Hole Repair- Cut And Patch To Match Existing *(Notes: REMOVE AND REPLACE GYPSUM BOARD CEILING/SOFFIT AS REQUIRED FOR NEW DUCTWORK)*	4,75	SF	10000.0	47.500,00
09 05 88 12.00.00 0102	Remove And Reinstall Acoustical Panels Only *(Notes: REMOVE AND SAFELY STORE CEILING TILE. REPLACE CEILING TILE BACK INTO EXISTING CEILING GRID SYSTEM)*	0,41	SF	600.0	246,00
09 91 23 12.18.00 0100	Paint Walls And Ceilings, Drywall And Smooth Plaster, Roll, One Coat *(Notes: Paint - 1 coat primer, 2 coats paint - labor)*	0,28	SF	30000.0	8.400,00
09 91 24 00.00.00 0104	Coating and Painting, Material Only *(Notes: Paint - 1 coat primer, 2 coats paint - material)*	0,43	SF	30000.0	12.900,00
					Total: 69.046,00
11 - Equipment					
N - 11 53 12 18.00.00 0101	NPP - Lab Equipment - Fume Hood *(Notes: NPP - Fume Hoods - Sole Source Vendor)*	22.014,00	EA	11.0	242.154,00
					Total: 242.154,00
21 - Fire Suppression					
21 13 13 30.00.00 0114	Ordinary Hazard Concealed- Distributed/Grid- Per Sprinkler Standard Head- Wet Pipe- Sprinkler Syste *(Notes: Sprinkler mods)*	416,24	EA	19.0	7.908,56
					Total: 7.908,56
22 - Plumbing					
22 05 88 18.00.00 0664	Pipe Hangers and Supports- Strap- 1 in Pipe *(Notes: Hangers)*	6,21	EA	30.0	186,30
					Total: 186,30
23 - Heating- Ventilating- And Air Conditioning (Hvac)					
23 05 05 12.00.00 0132	Hvac Demolition Ductwork- 12 in High- 4 8 in Wide *(Notes: demo ductwork)*	0,36	LF	50.0	18,00
23 05 05 12.00.00 0494	Remove Lay-in Diffuser/Register/Grille *(Notes: Remove grilles)*	3,64	EA	2.0	7,28
23 31 13 13.12.16 0102	Duct- Fabricated Rectangular- Over 1-000 Lb- Includes Fittings- Stainless Steel- Type 304 *(Notes: Duct hoods)*	8,90	LB	2320.0	20.648,00
23 31 13 13.12.18 0100	Duct- Stainless Steel Material- 16 Ga *(Notes: Duct spiral)*	38,43	SF	551.0	21.174,93
23 31 13 16.12.12 0102	Duct- Spiral Preformed- 26 Ga- Steel- Galvanized- Straight Lengths- 6 in Diameter *(Notes: Spiral oval duct)*	15,46	LF	8.0	123,68
23 31 13 16.12.12 0124	Duct- Spiral Preformed- 24 Ga- Steel- Galvanized- Straight Lengths- 24 in Diameter *(Notes: Spiral oval duct)*	67,59	LF	162.0	10.949,58

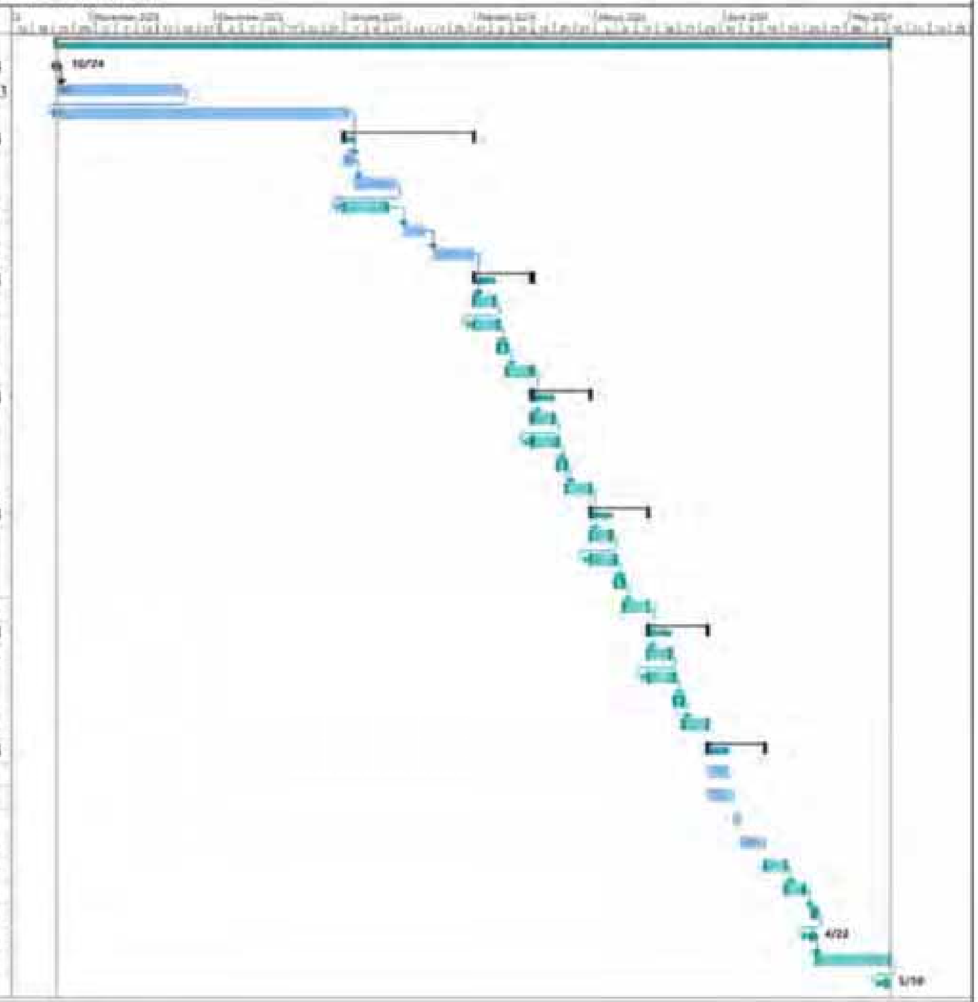
23 31 13 16.12.16 0122	Duct- Spiral Preformed- Steel- Galvanized- Elbow- 45 Degree- 24 in Diameter *(Notes: 45 elbow)*	415,67	EA	8.0	3.325,36
23 31 13 16.12.18 0104	Duct- Spiral Preformed- Steel- Galvanized- Elbow- 90 Degree- 6 in Diameter *(Notes: 90 elbow)*	56,36	EA	1.0	56,36
23 31 13 16.12.18 0126	Duct- Spiral Preformed- Steel- Galvanized- Elbow- 90 Degree- 24 in Diameter *(Notes: 90 elbow)*	762,58	EA	14.0	10.676,12
23 31 13 16.12.20 0102	Duct- Spiral Preformed- Steel- Galvanized- End Cap- 6 in *(Notes: Oval Cap)*	35,94	EA	6.0	215,64
23 31 13 16.12.22 0100	Duct- Spiral Preformed- Steel- Galvanized- Reducing Coupling- 6 in X 4 in *(Notes: Oval coupling)*	54,10	EA	8.0	432,80
					Total: 67.627,75
26 - Electrical					
26 05 19 30.14.14 0104	Wire- 600 Volt- Type Thwn-Thhn- Copper- Stranded- #10 *(Notes: #10 THHN/THWN CU Str)*	719,72	MLF	3.168	2.280,07
26 05 19 30.14.14 0104	Wire- 600 Volt- Type Thwn-Thhn- Copper- Stranded- #10 *(Notes: #10 Green THHN CU (GRD 60A))*	719,72	MLF	1.262	908,29
26 05 19 30.14.14 0106	Wire- 600 Volt- Type Thwn-Thhn- Copper- Stranded- #8 *(Notes: #8 wire)*	1.077,09	MLF	0.3000000 1	323,13
26 05 29 12.56.00 0104	Hanger- Steel Channel- Strap- Rigid Conduit- 1 in Diameter *(Notes: Hanger)*	4,21	EA	7.5	31,58
26 05 33 13.18.00 0102	3/4 in Emt Compression Connector *(Notes: 3/4 emt connector)*	7,51	EA	48.0	360,48
26 05 33 13.28.16 0102	3/4 in Diameter Emt *(Notes: 3/4 emt)*	3,16	LF	720.0	2.275,20
26 05 33 16.12.00 0104	Outlet Boxes- Pressed Steel- Square- 4 in- Plaster Rings *(Notes: 4 square plaster ring)*	12,18	EA	12.0	146,16
26 05 33 16.18.14 0102	Outlet Boxes- Square- 4 in- With Cover- Concealed- 2-1/8 in Deep *(Notes: 4 square 2-1/8"D)*	31,40	EA	12.0	376,80
26 05 33 23.38.00 0112	G4001 Coupling and G4017C Coupling *(Notes: emt coupling)*	14,63	EA	60.0	877,80
26 51 06 18.00.00 0104	3 ft Pig-Tail Installed (Wire- 3/4 in Liquatite Type Ef Or Lt-Connector) *(Notes: Pigtail)*	70,64	EA	12.0	847,68
					Total: 8.427,18

Totals ($)	
Priced total	300.157,00
Non-priced total (44,65%)	242.154,00
Total before coefficients	**542.311,00**

JOC (1.17)	51,026.69
JOC Non Pre-Priced (1.17)	41,166.18
Grand total	**634,503.87**

NOBLE GENERAL CONTRACTORS LLC

ID	Task Name	Duration	Start	Finish
1	**17.628C 2016 Bond Irvin High School Fume Hoods**	**200 days**	**Tue 10/24/23**	**Fri 5/10/24**
2	NTP	0 days	Tue 10/24/23	Tue 10/24/23
3	Submittal and Lead Time HVAC Ductwork	30 days	Tue 10/24/23	Wed 11/22/23
4	Submittal and Lead Time Fume Hoods	70 days	Tue 10/24/23	Mon 1/1/24
5	**Room B139**	**31 days**	**Mon 1/1/24**	**Wed 1/31/24**
6	Demolition ductwork of ducts & grilles B139	2 days	Mon 1/1/24	Tue 1/2/24
7	HVAC - New ductwork	10 days	Wed 1/3/24	Fri 1/12/24
8	Electrical - Conduit and wire	10 days	Mon 1/1/24	Wed 1/10/24
9	Wall repair and ceiling repair	5 days	Mon 1/15/24	Fri 1/19/24
10	HVAC - Installation of fume hood	10 days	Mon 1/22/24	Wed 1/31/24
11	**Room B144**	**14 days**	**Thu 2/1/24**	**Wed 2/14/24**
12	HVAC - New ductwork	5 days	Thu 2/1/24	Mon 2/5/24
13	Electrical - Conduit and wire	6 days	Thu 2/1/24	Tue 2/6/24
14	Wall repair and ceiling repair	2 days	Wed 2/7/24	Thu 2/8/24
15	HVAC - Installation of fume hood	6 days	Fri 2/9/24	Wed 2/14/24
16	**Room B146**	**14 days**	**Thu 2/15/24**	**Wed 2/28/24**
17	HVAC - New ductwork	5 days	Thu 2/15/24	Mon 2/19/24
18	Electrical - Conduit and wire	6 days	Thu 2/15/24	Tue 2/20/24
19	Wall repair and ceiling repair	2 days	Wed 2/21/24	Thu 2/22/24
20	Installation of fume hood	6 days	Fri 2/23/24	Wed 2/28/24
21	**Room B148**	**14 days**	**Thu 2/29/24**	**Wed 3/13/24**
22	HVAC - New ductwork	5 days	Thu 2/29/24	Mon 3/4/24
23	Electrical - Conduit and wire	6 days	Thu 2/29/24	Tue 3/5/24
24	Wall repair and ceiling repair	2 days	Wed 3/6/24	Thu 3/7/24
25	HVAC - Installation of fume hood	6 days	Fri 3/8/24	Wed 3/13/24
26	**Room B235**	**14 days**	**Thu 3/14/24**	**Wed 3/27/24**
27	HVAC - New ductwork	5 days	Thu 3/14/24	Mon 3/18/24
28	Electrical - Conduit and wire	6 days	Thu 3/14/24	Tue 3/19/24
29	Wall repair and ceiling repair	2 days	Wed 3/20/24	Thu 3/21/24
30	HVAC - Installation of fume hood	6 days	Fri 3/22/24	Wed 3/27/24
31	**Room B238**	**14 days**	**Thu 3/28/24**	**Wed 4/10/24**
32	HVAC - New ductwork	5 days	Thu 3/28/24	Mon 4/1/24
33	Electrical - Conduit and wire	6 days	Thu 3/28/24	Tue 4/2/24
34	Wall repair and ceiling repair	2 days	Wed 4/3/24	Thu 4/4/24
35	HVAC - Installation of fume hood	6 days	Fri 4/5/24	Wed 4/10/24
36	HVAC duct pressure testing	5 days	Thu 4/11/24	Mon 4/15/24
37	Start up	4 days	Tue 4/16/24	Fri 4/19/24
38	Punchlist inspection	1 day	Mon 4/22/24	Mon 4/22/24
39	Substantial completion	0 days	Mon 4/22/24	Mon 4/22/24
40	Punchlist corrections	18 days	Tue 4/23/24	Fri 5/10/24
41	Final completion	0 days	Fri 5/10/24	Fri 5/10/24



EL PASO
Construction Trades
WAGE SURVEY

2020 PREVAILING WAGE RATES
BUILDING

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asbestos/Lead Abatement/Mold Remediation	31.51	12.06	43.57	348.56
Automatic Fire Sprinkler Fitter, Certified	30.64	21.68	52.32	418.56
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	17.36	0.00	17.36	138.88
Carpenter – Rough	17.64	0.00	17.64	141.12
Carpenter – All Other Work	17.40	0.00	17.40	139.20
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	16.30	0.00	16.30	130.40
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	31.05	0.00	31.05	248.40
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	14.40	0.00	14.40	115.20
Drywall Finishers & Tapers	15.55	0.00	15.55	124.40
Electrician	23.36	3.40	26.76	214.08
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers- Carpet and Resilient	12.87	0.00	12.87	102.96
Floor Layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	13.13	0.58	13.71	109.68
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	13.86	0.00	13.86	110.88
Paper Hanger	14.00	0.00	14.00	112.00
Pipe Layer (Utility)	18.00	0.00	18.00	144.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	16.82	0.00	16.82	134.56
Plumber/ Medical Gas Installer	31.39	10.77	42.16	337.28
Reinforcing Iron and Rebar Workers	22.69	0.00	22.69	181.52
Roofers	16.00	0.00	16.00	128.00
Scaffolding Erector	13.69	0.00	13.69	109.52
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88

APPROVED 12/14/2020

2020 BUILDING DEFINITIONS

1	**Asbestos/Lead Abatement/Mold Remediation**	Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.
2	**Automatic Fire Sprinkler Fitter, Certified**	Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.
3	**Block, Brick, and Stone Mason**	Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.
4	**Carpenters - Acoustical Ceiling Installation**	Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.
5	**Carpenter - Rough**	Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

6	**Carpenter – All Other Work**	Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.
7	**Caulker/Sealers**	Applies water proofing agents or caulk to a variety of structures and materials.
8	**Cement and Concrete Finishers**	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.
9	**Commercial Truck Driver**	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.
10	**Communication/Security Technician**	Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.
11	**Crane and Heavy Equipment Operator**	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
12	**Door and Hardware Specialist**	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.
13	**Drywall and Ceiling Tile Installers**	Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".
14	**Drywall Finishers and Tapers**	Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

15	**Electrician**	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
16	**Elevator Installers and Repairers**	Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.
17	**Fence Erectors - Include with Skilled Labor**	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.
18	**Floor Layers – Carpet and Resilient**	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.
19	**Floor Layers - Specialty**	Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.
20	**Floor Layers - Wood**	Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.
21	**Glaziers**	Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

22	**Hazardous Materials Removal Workers**	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.
23	**Heating, Air Conditioning and Refrigeration Service Technician**	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
24	**Insulation Workers – Mechanical**	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
25	**Irrigator- Landscape, Certified**	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
26	**Laborer**	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.
27	**Locksmith**	Self-explanatory.

28	**Mechanic**	Maintains and repairs construction tools and equipment.
29	**Painters - Building**	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
30	**Paper Hanger**	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
31	**Pipe Layer (Utility)**	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
32	**Pipe Fitters and Steamfitters**	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.
33	**Plaster, Stucco, Lather, and EIFS Applicator**	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
34	**Plumbers/ Medical Gas Installer**	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
35	**Reinforcing Iron and Rebar Workers**	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
36	**Roofers**	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

37	**Sheet Metal Workers**	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance , control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
38	**Structural Iron and Steel Workers/Metal Building Erector**	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
39	**Tile Setters**	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.
40	**Scaffolding Erector**	Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- **Welder** - Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor)** - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.

EL PASO
Construction Trades

2020 PREVAILING WAGE RATES
HEAVY / HIGHWAY

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	16.07	2.78	18.85	150.80
Asphalt Paving Machine Operator / Spreader Box Operator	14.62	1.42	16.04	128.32
Asphalt Raker	14.30	1.44	15.74	125.92
Backhoe Operator	16.43	1.25	17.68	141.44
Concrete Finishers (Paving and Structures)	15.58	1.41	16.99	135.92
Crane Operator, Lattice Boom	17.50	0.00	17.50	140.00
Crane Operator, Hydraulic	20.00	0.00	20.00	160.00
Electrician	23.62	1.97	25.59	204.72
Excavator Operator	18.61	1.52	20.13	161.04
Form Builder/Setter	17.84	0.75	18.59	148.72
Form Setter (Paving and Curb)	12.86	0.00	12.86	102.88
Front End Loader	16.28	1.09	17.37	138.96
Laborer	13.53	1.16	14.69	117.52
Laborer (Skilled)(Utility)	15.49	0.73	16.22	129.76
Mechanic	17.50	0.00	17.50	140.00
Milling Machine Operator	24.96	0.00	24.96	199.68
Motor Grader Operator (Fine)	20.76	2.41	23.17	185.36
Pavement Marking Machine Operator	16.28	1.09	17.37	138.96
Pipe Layer (Utility)	15.24	2.69	17.93	143.44
Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	17.00	0.00	17.00	136.00
Rock Mason	14.00	0.00	14.00	112.00
Roller Operator	14.96	2.32	17.28	138.24
Servicer	14.33	0.00	14.33	114.64
Truck Driver, Single Axle	13.56	0.00	13.56	108.48
Truck Driver, Tandem Axle	17.43	0.93	18.36	146.88
Utility Operator Grade 1	14.32	0.76	15.08	120.64
Utility Operator Grade 2	15.31	1.46	16.77	134.16
Welder, Certified/ Structural Steel Welder	20.00	0.00	20.00	160.00

APPROVED 12/14/2020

2020 HEAVY / HIGHWAY DEFINITIONS

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

8	**Electrician**	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels.
9	**Excavator Operator**	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
10	**Form Builder/Setter**	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slip forming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
11	**Form Setter (Paving and Curb)**	Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
12	**Front End Loader**	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
13	**Laborer**	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties.

14	**Laborer (Skilled) (Utility)**	Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains de-watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Gunite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
15	**Mechanic**	Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
16	**Milling Machine Operator**	Operates power-driven milling machine that planes material off the roadbed and discharges the material into a hauling unit or a window. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
17	**Motor Grader Operator (Fine)**	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to blue tops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
18	**Pavement Marking Machine Operator**	Operates a machine used in laying paint stripes or markers on all types of paving. Loads of machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment needed. Perform other related duties.
19	**Pipelayer (Utility)**	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
20	**Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker**	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties.

21	**Rock Mason**	Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
22	**Roller Operator**	Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
23	**Servicer**	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. . May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
24	**Truck Driver, Single Axle**	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
25	**Truck Driver, Tandem Axle**	Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
26	**Utility Operator Grade 1**	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, , blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piled river.
27	**Utility Operator Grade 2**	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (**industrial type)**, pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, stalking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, , trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or Micro-Surfacing Machine Operator.

28	**Welder, Certified/ Structural Steel Welder**	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.

Chapter 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees

Introduction: Section 22.0834 of the Texas Education Code requires entities that contract with school El Paso Independent School Districts to provide services to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school El Paso Independent School District. Service contractors with access to the DPS FACT Clearinghouse under the National Child Protection Act (NCPA) or state criminal history information for employees hired before January 1, 2008, must certify to the El Paso Independent School District that they have complied and must obtain similar certifications from their subcontractors.

The El Paso Independent School District may not obtain criminal histories for contractors. The law requires each contractor to obtain the criminal histories of its covered employees if contractor access is permitted by law. For more information to set up an account for criminal history record information through the DPS FACT Clearinghouse, a contractor should contact the Texas Department of Public Safety's DPS Fingerprint Services Unit by email at fingerprint.service@dps.texas.gov or by phone at 512.424.2474 – Option 6.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at the El Paso Independent School District and have or will have direct contact with students. The El Paso Independent School District will be the final arbiter of what constitutes *continuing duties* or *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the El Paso Independent School District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of Noble General Contractors, LLC, a Texas corporation, doing business as Noble General Contractors, LLC, I, the undersigned authorized signatory for Contractor, certify to the El Paso Independent School District that [check one]:

☐ None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☑ Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. Contractor is responsible for all District costs and expenses for the District obtaining the information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the El Paso Independent School District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature: [signature] Date: 09/14/2023

Title: President