CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter the "Contract") made this the 19th day of March, 2024 ("Effective Date"), by and between Fazzone Builders, Inc. d/b/a Southwest Monument & Sign (a Texas limited liability company), whose address is 1302 W. Blanco Road, San Antonio, Texas 78232 (hereinafter called the "Contractor"), and the CITY OF DRIPPING SPRINGS (hereinafter called the "City") acting herein by its City Administrator, Michelle Fischer, hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Park System Signage Phase 2** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the "Work"). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR'S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Park System Signage Phase 2** as described in the bid documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated March 19, 2024, **Park System Signage Phase 2**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **ninety (90) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal.

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

(a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
(b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
(c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of **$66,560 (Sixty-Six Thousand Five Hundred and Sixty Dollars**. Payments will be made pursuant to this Contract and its Addenda. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor's charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City's expense, upon reasonable advance notice at the offices of Contractor and during Contractor's normal business hours, to inspect, copy, and audit all records (except Contractor's trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City's account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor's books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

This Contract	
Exhibit A	Plans
Exhibit B	Specifications
Exhibit C	Payment Bond
Exhibit D	Performance Bond
Exhibit E	Certificate of Insurance
Exhibit F	Contractor's Signed Bid Form

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract

may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended.

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions*.

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the bid documents described above.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other join relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:	**If to the Contractor:**
City of Dripping Springs	Fazzone Builders, Inc. d/b/a Southwest Monument & Sign
Attn: City Administrator	Joe Fazzone, President
PO Box 384	1302 W. Blanco Rd.
Dripping Springs, TX 78620	San Antonio, TX 78232

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions*.

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS:

Michelle Fischer

Michelle Fischer, City Administrator

City of Dripping Springs TEXAS Inc. 1981

ATTEST:

Andrea Cunningham

Andrea Cunningham, City Secretary

FAZZONE BUILDERS, INC d/b/a SOUTHWEST MONUMENT & SIGN:

Joe Fazzone, President

CORPORATE CERTIFICATIONS:

I, Joe Fazzone, certify that I am the President of the corporation named as Contractor herein; that **Joe Fazzone** who signed this Contract on behalf of the Contractor, was then **President** of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Joe Fazzone

Printed Name

4/1/2024

Date

CITY OF DRIPPING SPRINGS

Park System Signage Phase 2: Sports & Recreation Park

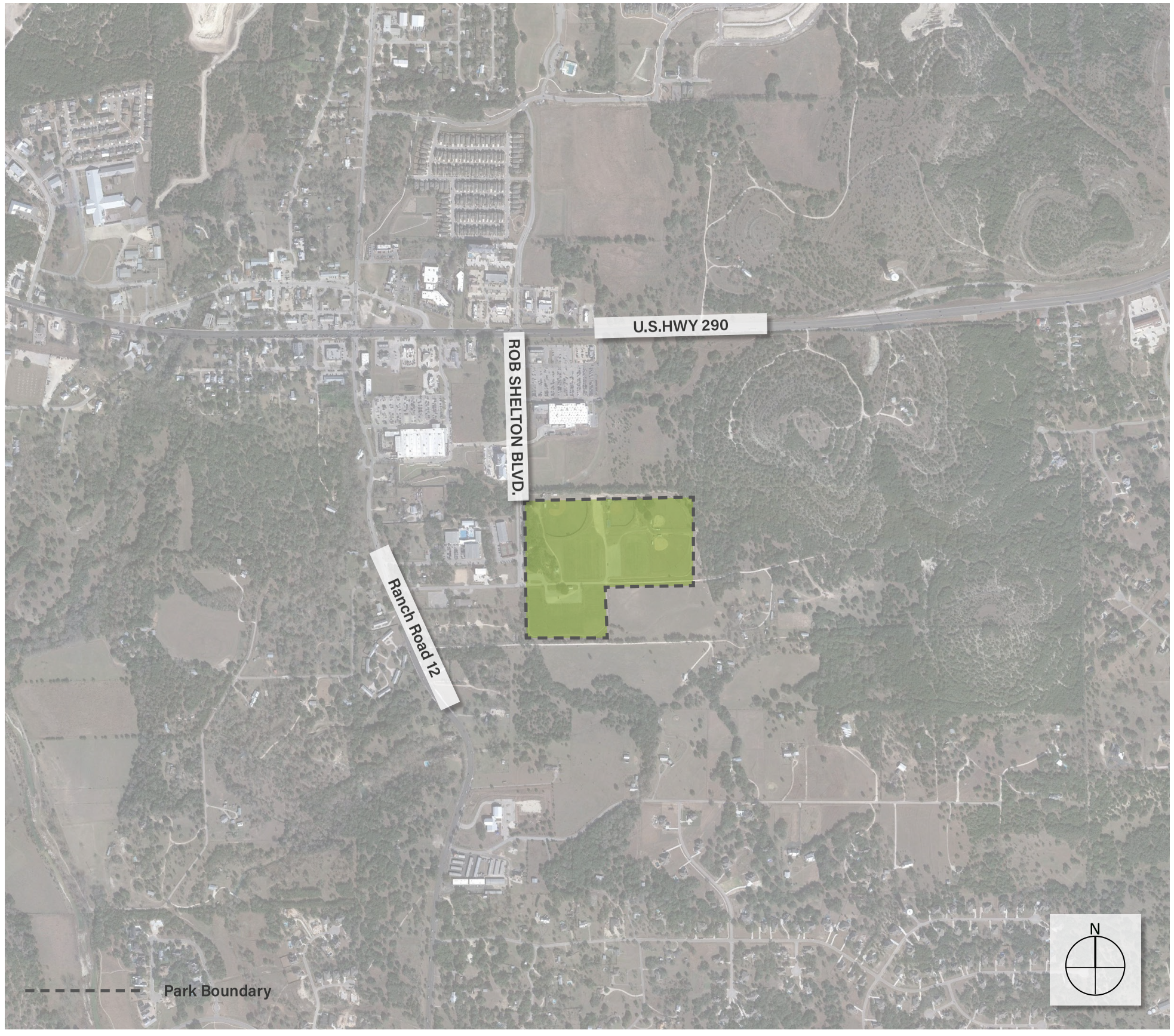
Design Documentation

December 2023

CONTENTS

CLIENT
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

DESIGN TEAM
Studio16:19
305 W. Liberty Ave, Suite 100
Round Rock, TX 78664



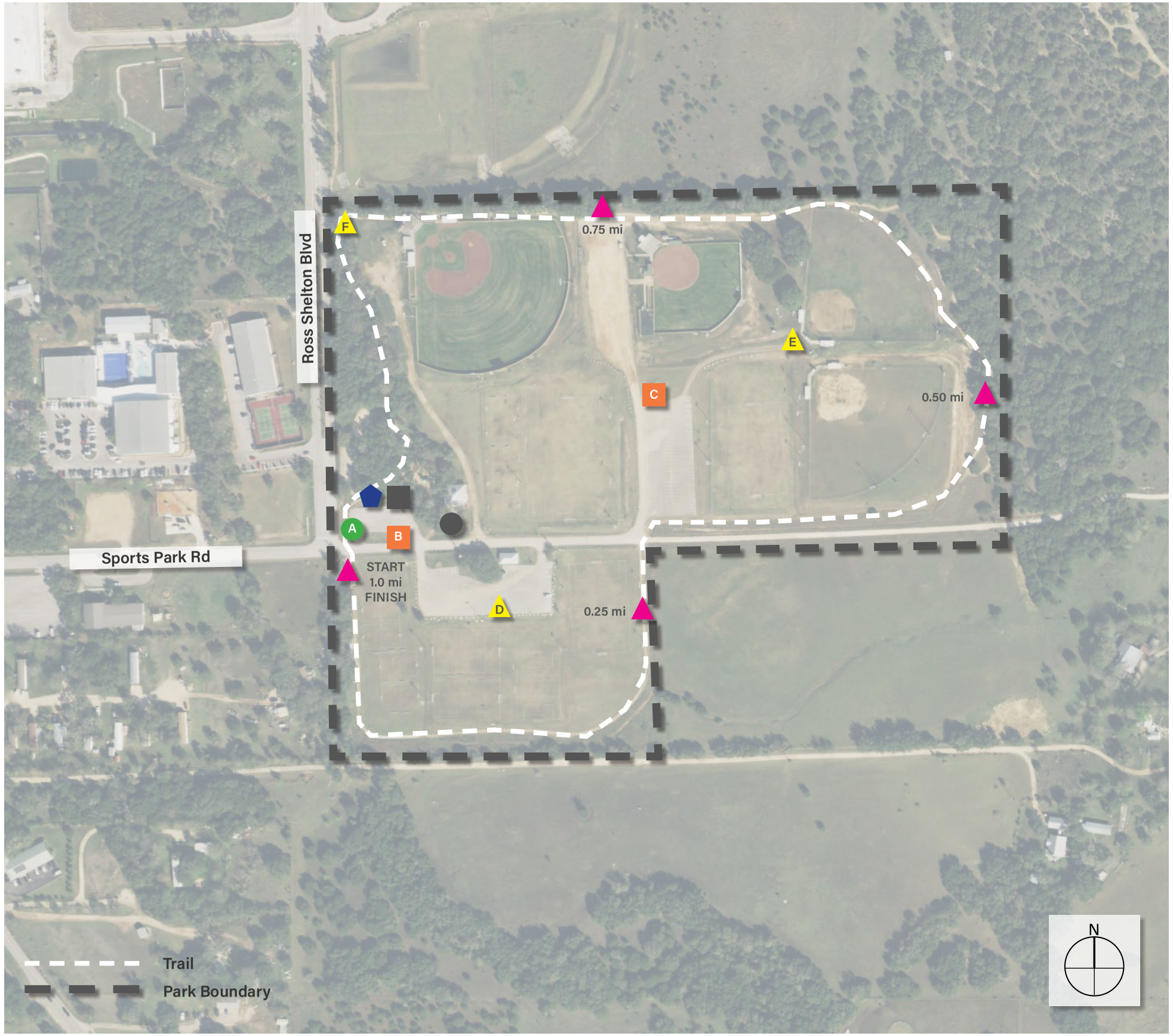
Dripping Springs Key Map

ENTRANCE MONUMENT SIGN (1)

INFO KIOSK (1)

TRAIL MARKERS (3)

PARK RULES/INFO SIGN (2)



Replacement Vehicular Identification Sign (1)

A. Primary Identification

Proposed Large Vehicular Wayfinding Sign (2)

B. Playground
Basketball/Volleyball Courts
Soccer Fields #1-5
Soccer Fields #6-7
Baseball/Softball Fields

C. Baseball/Softball Fields
Adult Softball Fields #1-2

Proposed Pedestrian Info/Kiosk Sign (1)

Proposed Pedestrian Directional Sign (3)

D. Park Rules
Soccer Fields Wayfinding

E. Park Rules
Softball Field Wayfinding

F. Picnic Area
Concession Stand
Baseball/Softball Fields
Restrooms
Playground

Proposed Small Pedestrian Trail Marker (4)

Existing Sign to Remain (1)

Existing Monument Sign Relocation (1)

Sports & Recreation Park - Proposed Signage Locations (Quantity)

MATERIALS

STAINED BOARDFORM

LIMESTONE VENEER

LIMESTONE CAP

STEEL POST CAPS

IZONE PANEL COLORS

GREEN (6da34d)

DARK GRAY (3a3a3d)

WHITE (ffffff)

FONT:

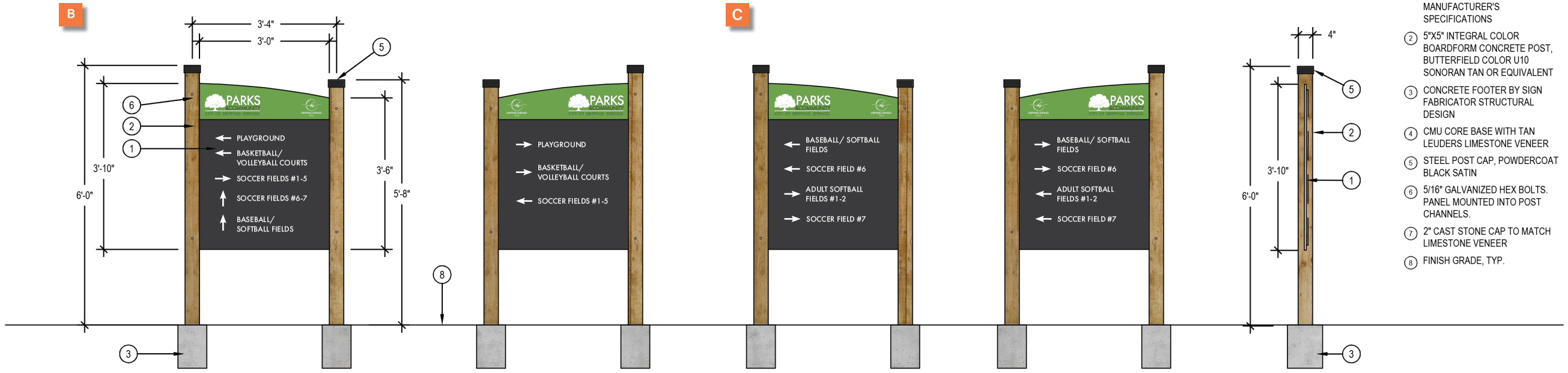
Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

1. 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
2. 5"X5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR: GAUNTLET GRAY OR EQUIVALENT
3. CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
4. CMU CORE BASE WITH WHITE LEUDERS LIMESTONE VENEER
5. STEEL POST CAP, POWDERCOAT BLACK SATIN
6. 5/16" GALVANIZED HEX BOLTS. PANEL MOUNTED INTO POST CHANNELS.
7. 2" CUT LIMESTONE CAP TO MATCH LIMESTONE VENEER
8. 7" FLAT CUT PIN MOUNTED LETTERS, 1/4" THICK ALUMINUM, COLOR TO MATCH IZONE DARK GREY
8. FINISH GRADE, TYP.

1 VEHICULAR IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"



1. 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
2. 5"X5" INTEGRAL COLOR BOARDFORM CONCRETE POST, BUTTERFIELD COLOR U10 SONORAN TAN OR EQUIVALENT
3. CONCRETE FOOTER BY SIGN FABRICATOR STRUCTURAL DESIGN
4. CMU CORE BASE WITH TAN LEUDERS LIMESTONE VENEER
5. STEEL POST CAP, POWDERCOAT BLACK SATIN
6. 5/16" GALVANIZED HEX BOLTS. PANEL MOUNTED INTO POST CHANNELS.
7. 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
8. FINISH GRADE, TYP.

2 VEHICULAR IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

Note: Contractor to provide signed and sealed professional engineering documents for all sign foundations and footings, to be reviewed and approved by the City Engineer. Contractor to include all engineering related costs in statement of bid. Prior to sign installation, contractor shall field locate and stake sign locations for review and approval by the City Engineer.

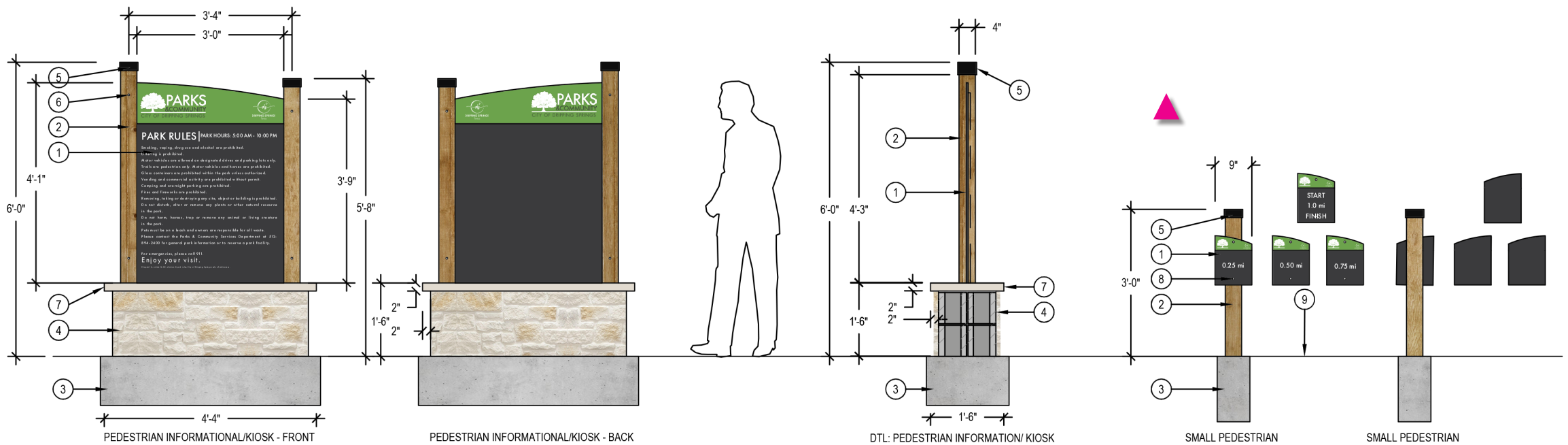
MATERIALS

STAINED BOARDFORM

LIMESTONE

LIMESTONE CAP

STEEL POST CAPS



PEDESTRIAN INFORMATIONAL/KIOSK - FRONT

PEDESTRIAN INFORMATIONAL/KIOSK - BACK

DTL: PEDESTRIAN INFORMATION/ KIOSK

SMALL PEDESTRIAN TRAIL MARKER - FRONT

SMALL PEDESTRIAN TRAIL MARKER - BACK

1. 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
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5. STEEL POST CAP, POWDERCOAT BLACK SATIN
6. 5/16" GALVANIZED HEX BOLTS. PANEL MOUNTED INTO POST CHANNELS.
7. 2" CAST STONE CAP TO MATCH LIMESTONE VENEER
8. 1/4" X 2" SECURITY SLEEVE ANCHOR
9. FINISH GRADE, TYP.

1 PEDESTRIAN IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

IZONE PANEL COLORS

GREEN (6da34d)

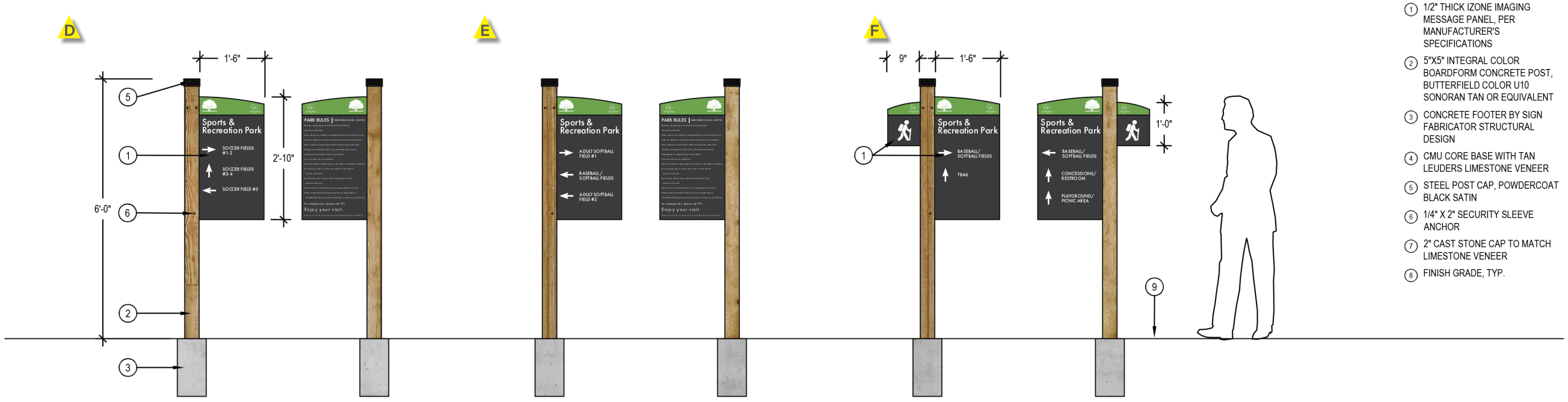
DARK GRAY (3a3a3d)

WHITE (ffffff)

FONT:

Futura PT: Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890



PEDESTRIAN DIRECTIONAL/INFO SIGN - FRONT

PEDESTRIAN DIRECTIONAL/INFO SIGN - BACK

PEDESTRIAN DIRECTIONAL/INFO SIGN - FRONT

PEDESTRIAN DIRECTIONAL/INFO SIGN - BACK

PEDESTRIAN DIRECTIONAL/INFO SIGN - FRONT

PEDESTRIAN DIRECTIONAL/INFO SIGN - BACK

1. 1/2" THICK IZONE IMAGING MESSAGE PANEL, PER MANUFACTURER'S SPECIFICATIONS
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8. FINISH GRADE, TYP.

2 PEDESTRIAN IDENTIFICATION SIGNAGE

SCALE: 3/8" = 1'-0"

Note: Contractor to provide signed and sealed professional engineering documents for all sign foundations and footings, to be reviewed and approved by the City Engineer. Contractor to include all engineering related costs in statement of bid. Prior to sign installation, contractor shall field locate and stake sign locations for review and approval by the City Engineer.

SPORTS & REC. PARK
ENTRANCE MONUMENT SIGN

SPORTS & REC. PARK
INFO KIOSK

SPORTS & REC. PARK
INFO SIGN

SPORTS & REC. PARK
INFO MONUMENT (TO REMAIN)

SPORTS & REC. PARK
MILE MARKER 0.00

SPORTS & REC. PARK
MILE MARKER 0.25

SPORTS & REC. PARK
MILE MARKER 0.25

Appendix: Sign Inventory Photo Array for Reference

SUPPLEMENTAL TECHNICAL SPECIFICATIONS FOR SCOPE PROVIDED BY

studio 16:19™

design · collaborate · solve · impact

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Project Manual Seals

for

PARK SYSTEM SIGNAGE PHASE 2

Dripping Springs, TX

PROJECT OWNER CONTACTS

For Information Regarding Proposals:

Andrew Binz
Parks & Community Services Director
City of Dripping Springs
1042 Event Center Drive,
Dripping Springs, TX 78620

p :: 512.894.2400
abinz@cityofdrippingsprings.com

DESIGN TEAM CONTACTS

Project PM / Landscape Architect

Jonathan Wagner, ASLA, LI
studio 16:19, llc
305 West Liberty Avenue, Suite 100
Round Rock, TX 78664

p :: 512.534.8680
jwagner@studio1619.com

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

A. Material certificates.

B. Material test reports.

C. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

D. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301.

2. ACI 117.

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

C. Galvanized Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.

D. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.

E. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

F. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

G. Galvanized-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from galvanized-steel wire into flat sheets.

H. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.

I. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I, gray.

2. Fly Ash: ASTM C 618, Class F or C.

3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IL, portland-limestone cement.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Lightweight Aggregate: ASTM C 330/C 330M, 3/8-inch nominal maximum aggregate size.

D. Air-Entraining Admixture: ASTM C 260/C 260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

F. Water: ASTM C 94/C 94M.

2.5 FIBER REINFORCEMENT

A. Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

B. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

2.6 WATERSTOPS

A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.

C. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.

E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.7 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

B. Sheet Vapor Retarder: ASTM E 1745, Class B. Include manufacturer's recommended adhesive or pressure-sensitive tape.

C. Sheet Vapor Retarder: ASTM E 1745, Class C. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

D. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.8 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.9 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.10 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Normal-Weight Concrete:

1. Minimum Compressive Strength: 3500 psi at 28 days.

2. Maximum W/C Ratio: 0.40.

3. Slump Limit: 4 inches, plus or minus 1 inch.

4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.0 lb/cu. yd.

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 WATERSTOP INSTALLATION

A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

   a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Contractor shall notify City Inspector to inspect concrete for quality and material defects after delivery to the site and prior to installation.

END OF SECTION 033000

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.

2. Steel reinforcing bars.

1.2 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.

C. Samples: For each type and color of the following:

1. Exposed CMUs.

2. Pigmented and colored-aggregate mortar.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type and size of product. For masonry units, include data on material properties and material test reports substantiating compliance with requirements.

B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.

2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.

1. Build sample panels for typical exterior wall in sizes approximately 48 inches long by 18 inches high by full thickness.

1.6 FIELD CONDITIONS

A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.

1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.

B. Integral Water Repellent: Provide units made with integral water repellent for exposed units.

C. Insulated CMUs: Where indicated, units shall contain rigid, specially shaped, cellular thermal insulation units complying with ASTM C 578, Type I, designed for installing in cores of masonry units.

D. CMUs: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi.

2. Density Classification: Normal weight.

2.3 CONCRETE LINTELS

A. Concrete Lintels: ASTM C 1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than that of CMUs.

2.4 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Masonry Cement: ASTM C 91/C 91M.

E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in masonry mortar.

F. Colored Cement Products: Packaged blend made from portland cement and hydrated lime or masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.

G. Aggregate for Mortar: ASTM C 144.

1. White-Mortar Aggregates: Natural white sand or crushed white stone.

2. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

H. Aggregate for Grout: ASTM C 404.

I. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

J. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.

K. Water: Potable.

2.5 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

C. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.

1. Exterior Walls: Stainless steel.

2. Wire Size for Side Rods: 0.187-inch diameter.

3. Wire Size for Cross Rods: 0.187-inch diameter.

4. Spacing of Cross Rods: Not more than 16 inches o.c.

5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.6 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.

2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.

3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized-steel wire.

2. Tie Section: Triangular-shaped wire tie made from 0.187-inch-diameter, hot-dip galvanized-steel wire.

C. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.105-inch-thick steel sheet, galvanized after fabrication.

2. Tie Section: Triangular-shaped wire tie made from 0.25-inch-diameter, hot-dip galvanized-steel wire.

D. Partition Top Anchors: 0.105-inch- thick metal plate with a 3/8-inch-diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.

E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.

1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.

2.7 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:

1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.

2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.

3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.

2. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.040 inch.

3. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy.

4. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D 4637/D 4637M, 0.040 inch thick.

C. Single-Wythe CMU Flashing System: System of CMU cell flashing pans and interlocking CMU web covers made from UV-resistant, high-density polyethylene. Cell flashing pans have

integral weep spouts designed to be built into mortar bed joints and that extend into the cell to prevent clogging with mortar.

D. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."

E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from urethane or PVC.

B. Preformed Control-Joint Gaskets: Made from PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

2.9 MASONRY-CELL FILL

A. Loose-Fill Insulation: Perlite complying with ASTM C 549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).

B. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

2.10 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.

2. Use masonry cement mortar unless otherwise indicated.

3. For exterior masonry and reinforced masonry, use masonry cement mortar.

4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.

1. For masonry below grade or in contact with earth, use Type S.

2. For reinforced masonry and mortar parge coats, use Type N.

3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.

4. For interior nonload-bearing partitions, Type O may be used instead of Type N.

D. Pigmented Mortar: Use colored cement product.

1. Pigments shall not exceed 10 percent of portland cement by weight.

2. Pigments shall not exceed 5 percent of masonry cement by weight.

3. Application: Use pigmented mortar for exposed mortar joints with the following units:

E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.

1. Application: Use colored-aggregate mortar for exposed mortar joints with the following units:

F. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.

2. Proportion grout in accordance with ASTM C 476, Table 1.

3. Provide grout with a slump of 8-11 inches measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch.

2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.

3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.

2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.

2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.

3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

F. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

A. Lay hollow CMUs as follows:

1. Bed face shells in mortar and make head joints of depth equal to bed joints.

2. Bed webs in mortar in all courses of piers, columns, and pilasters.

3. Bed webs in mortar in grouted masonry, including starting course on footings.

4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-CELL FILL

A. Pour lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.

B. Install molded-polystyrene insulation units into masonry unit cells before laying units.

3.6 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

1. Space reinforcement not more than 16 inches o.c.

2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.

3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

3.7 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:

1. Provide an open space not less than 1/2 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.

2. Anchor masonry with anchors embedded in masonry joints and attached to structure.

3. Space anchors as indicated, but not more than 24” o.c. vertically and 36” o.c. horiz.

3.8 FLASHING

A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape **as** recommended by flashing manufacturer.

2. At lintels, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.

3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.

4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.

C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located

below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

3.9 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.

2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.

2. Limit height of vertical grout pours to not more than 60 inches.

3.10 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

B. Inspections: Special inspections according to Level **B** in TMS 402/ACI 530/ASCE 5.

1. Begin masonry construction only after inspectors verified site-prepared mortar.

2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.

3. Place grout only after inspectors have verified proportions of site-prepared grout.

C. Testing Prior to Construction: One set of tests.

D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.

E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.

F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.

H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

I. Prism Test: For each type of construction provided, according to ASTM C 1314 at 28 days.

3.11 PARGING

A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat,and scarify first coat to ensure full bond to subsequent coat.

B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.

C. Damp-cure parging for at least 24 hours and protect parging until cured.

3.12 REPAIRING, POINTING, AND CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.

2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.13 MASONRY WASTE DISPOSAL

A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Do not dispose of masonry waste as fill within 18 inches of finished grade.

B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.

C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

SECTION 044313.16 - ADHERED STONE MASONRY VENEER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Stone masonry adhered to unit masonry backup.

B. Related Requirements:

1. Section 042000 "Concrete Unit Masonry" for concealed flashing.

1.2 ACTION SUBMITTALS

A. Product Data: For each variety of stone, stone accessory, and manufactured product.

B. Samples:

1. For each stone type indicated.

2. For each color of mortar required.

1.3 QUALITY ASSURANCE

A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.

1. Build sample panels for each type of adhered stone masonry veneer construction in sizes approximately 48 inches long by 36 inches high by full thickness.

1.4 FIELD CONDITIONS

A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.

B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried.

C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 LIMESTONE

A. Material Standard: Comply with ASTM C 568/C 568M.

1. Classification: II Medium Density

B. Varieties and Sources: Subject to compliance with requirements, provide from local source.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.

1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Masonry Cement: ASTM C 91/C 91M.

D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979/C 979M. Use only pigments with a record of satisfactory performance in stone masonry mortar.

E. Colored Portland Cement-Lime Mix: Packaged blend of portland cement, hydrated lime, and mortar pigments. Mix shall produce color indicated or, if not indicated, as selected from manufacturer's standard colors. Pigments shall not exceed 10 percent of portland cement by weight.

F. Colored Masonry Cement Mix: Packaged blend of masonry cement and mortar pigments. Mix shall produce color indicated or, if not indicated, as selected from manufacturer's standard colors. Pigments shall not exceed 5 percent of masonry cement by weight.

G. Aggregate: ASTM C 144 and as follows:

1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.

2. White Aggregates: Natural white sand or ground white stone.

3. Colored Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.

H. Water: Potable.

2.3 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing**,** where flashing is exposed or partly exposed and where indicated, complying as follows:

1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.

B. Flexible Flashing: For flashing unexposed to the exterior, use the following unless otherwise indicated:

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive, rubberized-asphalt compound, bonded to a high-density, cross-laminated, polyethylene film to produce an overall thickness of not less than 0.030 inch.

2.4 MISCELLANEOUS MASONRY ACCESSORIES

A. Cementitious Dampproofing **for** Limestone: Cementitious formulation recommended by ILI and nonstaining to stone, compatible with joint sealants, and noncorrosive to veneer anchors and attachments.

B. Weep Products: Use the following unless otherwise indicated:

1. Mesh Weep Holes: Free-draining mesh; made from polyethylene strands, full width of head joint and 2 inches high by thickness of stone masonry; in color selected from manufacturer's standard.

C. Expanded Metal Lath: 3.4 lb/sq. yd., self-furring, diamond-mesh lath complying with ASTM C 847. Fabricate from structural-quality, zinc-coated (galvanized) steel sheet complying with ASTM A 653/A 653M, G60.

D. Welded-Wire Lath: ASTM C 933, fabricated into 2-by-2-inch mesh with minimum 0.0625-inch-diameter, galvanized-steel wire.

2.5 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

2.6 FABRICATION

A. Cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings and pattern specified in "Setting Stone Masonry" Article.

1. Shape stone specified to be laid in three-course, random range ashlar pattern with sawed beds.

B. Gage backs of stones for adhered veneer if more than 81 sq. in. in area.

C. Thickness of Stone: Provide thickness indicated, but not less than the following:

1. Thickness: 1 inch plus or minus 1/4 inch.

D. Size of Stone: Provide size indicated, but not less than the following:

1. Size: 4 inch plus or minus 1/8 inch.

E. Finish exposed stone faces and edges to comply with requirements indicated for finish and to match approved samples and mockups.

1. Finish: Mixed split face and rock face.

2. Finish for Sills: Smooth.

3. Finish for Lintels: Smooth.

4. Finish for Copings: Smooth.

a. Finish exposed ends of copings same as front and back faces.

2.7 MORTAR MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride.

2. Use masonry cement mortar unless otherwise indicated.

3. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches required consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.

B. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification.

1. Mortar for Setting Stone: Type S.

2. Mortar for Pointing Stone: Type N.

C. Cement-Paste Bond Coat: Mix either neat cement and water or cement, sand, and water to a consistency similar to that of thick cream.

D. Mortar for Scratch Coat over Metal Lath: 1 part portland cement, 1/2 part lime, 5 parts loose damp sand, and enough water to produce a workable consistency.

E. Mortar for Scratch Coat over Unit Masonry: 1 part portland cement, 1 part lime, 7 parts loose damp sand, and enough water to produce a workable consistency.

F. Pigmented Mortar: Use colored cement product.

1. Pigments shall not exceed 10 percent of portland cement by weight.

2. Pigments shall not exceed 5 percent of masonry cement by weight.

PART 3 - EXECUTION

3.1 SETTING STONE MASONRY

A. Perform necessary field cutting and trimming as stone is set.

1. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.

2. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.

3. Pitch face at field-split edges as needed to match stones that are not field split.

B. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.

C. Arrange stones in random running bond pattern with 4-inch course heights as indicated, random lengths, and uniform joint widths, with offset between vertical joints as indicated.

D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.

E. Maintain uniform joint widths, except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 1/4 inch at narrowest points or more than 1/2 inch at widest points.

F. Provide sealant joints of widths and at locations indicated.

1. Keep sealant joints free of mortar and other rigid materials.

2. Sealant joints are specified in Section 079200 "Joint Sealants."

G. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

1. At multiwythe masonry walls, extend flashing through stone masonry, turned up a minimum of 4 inches and extend into or through inner wythe to comply with requirements in Section 042000 "Concrete Unit Masonry."

2. At lintels and shelf angles, extend flashing full length of angles but not less than 6 inches into masonry at each end.

3. At sills, extend flashing not less than 4 inches at ends.

4. At ends of head and sill flashing, turn up not less than 2 inches to form end dams.

5. Extend sheet metal flashing 1/2 inch beyond masonry face at exterior and turn flashing down to form a drip.

6. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal drip edge.

7. Install metal flashing termination beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal flashing termination.

8. Cut flexible flashing flush with wall face after completing masonry wall construction.

H. Coat limestone with cementitious dampproofing as follows:

1. Stone at Grade: Beds, joints, and back surfaces to at least 12 inches above finish-grade elevations.

2. Stone Extending below Grade: Beds, joints, back surfaces, and face surfaces below grade.

I. Place weep holes in joints where moisture may accumulate, including above shelf angles and at flashing.

1. Use mesh weep holes to form weep holes.

2. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.

3. Space weep holes 24 inches o.c.

4. Trim wicking material used in weep holes flush with exterior wall face after mortar has set.

3.2 CONSTRUCTION TOLERANCES

A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.

C. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet or 3/4 inch in 40 feet or more.

3.3 INSTALLATION OF ADHERED STONE MASONRY VENEER

A. Install lath over unit masonry and concrete to comply with ASTM C 1063.

B. Install scratch coat over metal lath 3/8 inch thick to comply with ASTM C 926.

C. Coat backs of stone units and face of masonry backup with cement-paste bond coat, then butter both surfaces with setting mortar. Use sufficient setting mortar, so a slight excess will be forced out the edges of stone units as they are set. Tap units into place, completely filling space between units and masonry backup.

D. Rake out joints for pointing with mortar to depth of not less than 1/2 inch before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

3.4 POINTING

A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.

B. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch deep. Compact each layer thoroughly, and allow to it become thumbprint hard before applying next layer.

C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:

1. Joint Profile: Smooth, flat face slightly below edges of stone.

3.5 ADJUSTING AND CLEANING

A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.

2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.

3. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.

4. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.

5. Clean stone masonry with proprietary acidic cleaner applied according to manufacturer's written instructions.

6. Clean limestone masonry to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.6 EXCESS MATERIALS AND WASTE

A. Excess Stone: Stack excess stone where directed by Owner for Owner's use.

B. Disposal as Fill Material: Dispose of clean masonry waste, including mortar and excess or soil-contaminated sand, by crushing and mixing with fill material as fill is placed.

1. Do not dispose of masonry waste as fill within 18 inches of finished grade.

END OF SECTION 044313.16

SECTION 071900 - WATER REPELLENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:

1. Natural stone.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of water repellent and substrate indicated.

1.4 INFORMATIONAL SUBMITTALS

A. Product certificates.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. Phone: (800) 255-4255; Fax: (785) 830-9797. Email: CustomerCare@prosoco.com.

B. Equivalents may be considered.

2.2 PRODUCTS

A. Sure Klean® Weather Seal Blok-Guard® and Graffiti Control: Clear, solvent-based silicone elastomer formulated to weatherproof concrete block and other porous masonry materials and protect treated surfaces from repeated graffiti attacks without altering the natural appearance. Blok-Guard® and Graffiti Control penetrates and fills pores to prevent water penetration through exterior walls exposed to normal weathering. Graffiti removal is fast and easy using Defacer Eraser® Graffiti Remover.

1. Typical Technical Data:

a. Form: Clear Liquid

b. Specific Gravity: 0.802

c. pH: Not applicable

d. Weight/Gallon: 6.67 pounds

e. Active Content: 9 percent

f. Total Solids: 9 percent ASTM D 2369

g. VOC Content: greater than 600 grams per liter. Manufactured and marketed in compliance with USEPA AIM VOC regulations (40 CFR 59.403). Not suitable for sale in states and districts with more restrictive AIM VOC regulations.

h. Flash Point: 100 degrees F (38 degrees C) ASTM D 3278

i. Freeze Point: less than -22 degrees F (less than -30 degrees C)

j. Shelf Life: 1 year in tightly sealed, unopened container

2. Limitations:

a. Not suitable for extremely dense or polished surfaces.

b. Not suitable for asphaltic surfaces.

c. Not recommended for below-grade applications.

d. May darken or enhance the natural color of some surfaces. Always Test to ensure desired results.

e. Will not prevent water penetration through structural cracks, defects or open joints.

B. Equivalents may be considered.

2.3 PENETRATING WATER REPELLENTS

A. Silane, Penetrating Water Repellent: Clear, containing 20 percent or more solids of alkyltrialkoxysilanes; with alcohol, mineral spirits, water, or other proprietary solvent carrier; and with 600 g/L or less of VOCs.

B. Siloxane, Penetrating Water Repellent: Clear, containing 10 percent or more solids of oligomerous alkylalkoxysiloxanes; with alcohol, ethanol, mineral spirits, water, or other proprietary solvent carrier; and with 600 g/L or less of VOCs.

C. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 600 g/L or less of VOCs.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.

1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.

2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.

3. Verify that required repairs are complete, cured, and dry before applying water repellent.

B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to repellent manufacturer's written instructions.

B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.

C. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.

D. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.

1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.

B. Apply coating of water repellent on surfaces to be treated using low-pressure spray to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.

1. Cast Stone: At Contractor's option, first application of water repellent may be completed before installing units. Mask mortar and sealant bond surfaces to prevent water repellent from migrating onto joint surfaces. Remove masking after repellent has cured.

C. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.

B. Comply with manufacturer's written cleaning instructions.

END OF SECTION 071900

SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fabricated channel dimensional characters.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For signs.

1. Include fabrication and installation details and attachments to other work.

2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.

3. Show message list, typestyles, graphic elements, and layout for each sign.

4. Show locations of electrical service connections.

5. Include diagrams for power, signal, and control wiring.

C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer to design sign structure and anchorage of dimensional character sign type(s) according to structural performance requirements.

B. Structural Performance: Signs and supporting elements shall withstand the effects of gravity and other loads within limits and under conditions indicated.

C. Thermal Movements: For exterior fabricated channel dimensional characters, allow for thermal movements from ambient and surface temperature changes.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 DIMENSIONAL CHARACTERS

A. Fabricated Channel Characters: Metal face and side returns formed free from warp and distortion; with uniform faces, sharp corners, and precisely formed lines and profiles; internally braced for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners; and as follows.

1. Character Material: Sheet or plate aluminum.

2. Character Height: As indicated on Drawings.

3. Character Depth: As indicated on Drawings.

4. Finishes:

    a. Integral Aluminum Finish: Clear anodized.

5. Mounting: As indicated on Drawings.

    a. Hold characters at distance as selected by Architect from wall surface.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:

1. Use concealed fasteners and anchors unless indicated to be exposed.

2. For exterior exposure, furnish hot-dip galvanized devices unless otherwise indicated.

3. Exposed Metal-Fastener Components, General:

a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.

4. Sign Mounting Fasteners:

a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.

b. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.

c. Through Fasteners: Exposed metal fasteners matching sign finish, with type of head indicated, installed in predrilled holes.

B. Adhesive: As recommended by sign manufacturer.

C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

2.4 FABRICATION

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.

2. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.

3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.

4. Internally brace dimensional characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.

5. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

6. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

B. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.

1. Aluminum Brackets: Factory finish brackets with baked-enamel or powder-coat finish to match sign-background color unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.

2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.

3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.

a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.

b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.

2. Projecting Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.

a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place spacers on studs, place sign in position, and push until spacers are pinched between sign and substrate, embedding the stud ends in holes. Temporarily support sign in position until adhesive fully sets.

b. Thin or Hollow Surfaces: Place spacers on studs, place sign in position with spacers pinched between sign and substrate, and install washers and nuts on stud ends projecting through opposite side of surface, and tighten.

3. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.

4. Back Bar and Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position, so that signage is correctly located and aligned.

5. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.

C. Remove temporary protective coverings and strippable films as signs are installed.

END OF SECTION 101419

PERFORMANCE BOND

Bond No. 107685280

(As required by Chapter 2253, Texas Government Code)

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Fazzone Builders, Inc. dba Southwest Monument & Sign, a

(2) Corporation of hereafter called Principal and

(3) Travelers Casualty and Surety Company of America

of Hartford, State of Connecticut, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

Sixty Six Thousand Five Hundred Sixty & 00/100**** ($66,560.00) Dollars

in lawful money of the United States, to be paid in (5) HAYS 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 the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the 25th day of March **2024**, a copy of which is hereto attached and made a part hereof for the construction of :

PARK SYSTEM SIGNAGE PHASE 2

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor
(2) A Corporation, or Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, 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 expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays 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 or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 25th day of March, **2024**.

ATTEST:

(Principal) Secretary

Fazzone Builders, Inc. dba
Southwest Monument & Sign
PRINCIPAL

By:
1302 W. Blanco Road
San Antonio, TX 78232
Address (State & Zip Code)

(210) 408-9095
Telephone Number

(SEAL)

Witness as to Principal
1302 W Blanco Rd
San Antonio, TX 78232
Address (State and Zip Code)

ATTEST:

Travelers Casualty and Surety Company of America
SURETY

By: Courtney J. Goulding
Courtney J. Goulding, Attorney-in-Fact
9601 McAllister Freeway #700, San Antonio, TX 78216
Address (State and Zip Code)

(SEAL)

Witness as to Surety

Ricky Pleasant, Jr., Witness

512-451-7555
Telephone No. (Area Code)

PAYMENT BOND

Bond No. 107685280

(As required by Chapter 2253, Texas Government Code)

THE STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Fazzone Builders, Inc. dba Southwest Monument & Sign, a

(2) Corporation of hereinafter called Principal and

(3) Travelers Casualty and Surety Company of America

of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of

_____($_____) Dollars in lawful money of the United States, to be paid in (5) HAYS 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 the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the 25th day of March, **2024**, a copy of which is hereto attached and made a part hereof for the construction of

PARK SYSTEM SIGNAGE PHASE 2

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

(1) Correct name of Contractor
(2) A Corporation, or Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, 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, 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 prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

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.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 25th day of March **2024**.

ATTEST:

(Principal) Secretary

Fazzone Builders, Inc. dba
Southwest Monument & Sign
PRINCIPAL

By:

1302 W Blanco Rd
San Antonio, TX 78232
Address (State & Zip Code)

(210) 408-9095
Telephone Number

(SEAL)

Witness as to Principal
1302 W Blanco Rd
San Antonio, TX 78232
Address (State and Zip Code)

ATTEST:

Travelers Casualty and Surety Company of America
SURETY

By: Courtney J. Goulding
Courtney J. Goulding, Attorney-in-Fact
9601 McAllister Freeway #700, San Antonio, TX 78216
Address (State and Zip Code)

(SEAL)

Witness as to Surety Ricky Pleasant, Jr.

512-451-7555
Telephone No. (Area Code)

7600-C N. Capital of TX Hwy #200, Austin, TX 78731
Address (State and Zip Code)

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

_____ (SEAL)
Individual Principal

_____
Address (State and Zip Code)

_____
Business – Address

_____
Telephone Number (Area Code)

_____
Telephone Number (Area Code)

ATTEST:

_____
Corporate Principal

_____
(State and Zip Code)

_____
Business Address Name

_____
Telephone Number (Area Code)

_____
Address (State and Zip Code)

_____
(Affix Corporate Seal)

ATTEST:

By: _____

_____
Address (State and Zip Code)

_____
Corporate

_____
Surety

_____
Business Address

_____
(Affix Corporate Seal)

_____
Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge $_____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Courtney J Goulding** of **AUSTIN** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2024

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

(PN-042-B) Ed. 10.18.07

Client#: 4518 FAZCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2023

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 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	CONTACT NAME: Carolyn Ruffeno Ext 134	
Insurepointe of Texas, Inc. 2909 Hillcroft Ste #200 Houston, TX 77057-5848 713 964-0022	PHONE (A/C, No, Ext): 713 964-0022	FAX (A/C, No): 713 964 0044
	E-MAIL ADDRESS: cruffeno@insurepointe.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	Continental Insurance Company	35289
INSURER C :	Texas Mutual Insurance Company	22945
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Fazzone Builders, Inc. DBA Southwest Monument & Sign
2008 Windy Terrace
Cedar Park, TX 78613

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6078793176	07/26/2023	07/26/2024	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
	X PD Ded:250						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC						Pollution	$1,000,000
B	AUTOMOBILE LIABILITY			607879319	07/26/2023	07/26/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			607879321	07/26/2023	07/26/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001120588	07/26/2023	07/26/2024	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	RENT/LEASE EQUIP			6078793176	07/26/2023	07/26/2024	100,000	

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

General Liability and Automobile policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract between the named insured and the certificate holder that requires such status. The General Liability Blanket Additional Insured Endorsement applies to both Ongoing and Completed Operations when required by written contract between the named insured and Certificate Holder that requires such status. The General Liability,Workers (See Attached Descriptions)

CERTIFICATE HOLDER

City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

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.

AUTHORIZED REPRESENTATIVE

Susan M Palmer

DESCRIPTIONS (Continued from Page 1)

Compensation and Automobile policies include a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract between the named insured and the certificate holder that requires it. General Liability and Automobile policies include a specific notice of cancellation endorsement to the certificate holder providing for 30 days advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days notice after the policy is canceled for nonpayment of premium. The Workers Compensation Policy has a Blanket 30 Day Notice of Cancellation Endorsement. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. These endorsements do not provide for notice of cancellation if the named insured requests cancellation. General Liability Policy contains Primary Wording. Umbrella Policy follows Form to Underlying Policies. Executive Officer, Joe Fazzone, Excluded from Workers Compensation Coverage.
***Named Insured: Fazzone Builders Inc DBA Southwest Monument & Sign**

PROJECT:

City of Dripping Springs - Park System Signage Phase 2

City of Dripping Springs - Park System Signage Phase 2

BIDDER:

Southwest Monument and Sign

TOTAL BID:

$66,560.00

COMPLETION TIME:

Not Required

BIDDER INFO:

2008 Windy Terrace

Cedar Park,TX 78613

P: 8443311522

F:

BID TOTALS

BASE BID	Total
Park System Signage Phase 2 - Sports & Recreation Park	$66,560.00
Total	$66,560.00

Park System Signage Phase 2 - Sports & Recreation Park					
No.	Description	Unit	Qty	Unit Price	Ext Price
1..01	Vehicular Primary Identification - Turn-Key with all engineering and permitting related costs	EA	1	$13,490.00	$13,490.00
1.02	Large Vehicular Wayfinding Signage - Turn-Key with all engineering and permitting related costs	EA	2	$5,970.00	$11,940.00
1.03	Pedestrian Information/Kiosk - Turn-Key with all engineering and permitting related costs	EA	1	$10,650.00	$10,650.00
1.04	Pedestrian Directional Signage - Turn-Key with all related costs. No engineering and permitting required.	EA	2	$4,170.00	$8,340.00
1.05	Small Pedestrian Trail Marker - Turn-Key with all related costs. No engineering and permitting required.	EA	4	$2,240.00	$8,960.00
1.06	Disassembly, Relocation & Reconstruction of Existing Entry Monument Sign - Turn-Key with all related costs.	LS	1	$9,980.00	$9,980.00
1.07	Removal of Existing Signage - Turn-Key with all related costs.	LS	1	$3,200.00	$3,200.00
					Subtotal: $66,560.00

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Park System Signage Phase 2_Front End Docs	2/8/2024 9:27:45 AM
Bid Docs	Park System Signage Phase 2_Bid Form	2/8/2024 9:27:45 AM
Bid Docs	Park System Signage Phase 2_Tech Specs	2/8/2024 9:27:45 AM
Plans	Park System Signage Phase 2_Bid Package	2/8/2024 9:27:45 AM
Other	Park System Signage Phase 2_Pre-Bid Conference Meeting Minutes	2/19/2024 10:17:45 AM

Project: **PARK SYSTEM SIGNAGE PHASE 2**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: Fazzone Builders, Inc. dba/ Southwest Monument & Sign
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **ninety (90) calendar days, after permitting is completed**. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.

3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.

4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   Addendum No.:_____ Dated: _____
   Addendum No.:_____ Dated: _____
   Addendum No.:_____ Dated: _____
   Addendum No.:_____ Dated: _____
   Addendum No.:_____ Dated: _____

   B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5. The following documents (signed and completed) are attached to and made a condition of this Bid:

   A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
   B. Non-Collusion Affidavit
   C. Conflict of Interest Statement
   D. Information From Bidders

RESPECTFULLY SUBMITTED on March 1, 2024.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Joe Fazzone, President
(Typed or Printed Name and Title)

Bidder: Southwest Monument & Sign
(Name of Company)

Business Address: 1302 West Blanco Road
San Antonio, TX 78232

Telephone No: 844-331-1522

IF Bidder is a Corporation:

ATTEST

_____
(Signature of Witness)

(Corporate Seal)

NOTARY PUBLIC STATE OF TEXAS
Norma Jean Rivera
My Commission Expires
04/23/2025
ID No 130638862

Texas
(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

BID FORM

PROJECT NAME: **City of Dripping Springs - Park System Signage Phase 2**
PROJECT LOCATION: **Dripping Springs, TX**
OWNER: **City of Dripping Springs - Parks and Community**
DATE: **February 2024**

BASE BID: BID FORM #1 - SPORTS & RECREATION PARK

Bid Item	Approx Quantity	Unit	Item Description and Written Unit Price	Written Unit Price	Unit Price	Amount
1.01	1	EA	Vehicular Primary Identification- Turn-key with all engineering and permitting related costs	Thirteen Thousand, Four Hundred and Ninety Dollars and No Cents Dollars / Cents	13,490	$ 13,490 -
1.02	2	EA	Large Vehicular Wayfinding Signage - Turn-key with all engineering and permitting related costs	Five Thousand Nine Hundred and Seventy Dollars and No Cents Dollars / Cents	5,970	$ 11,940 -
1.03	1	EA	Pedestrian Information/Kiosk - Turn-key with all engineering and permitting related costs	Ten Thousand Six Hundred and Fifty Dollars and No Cents Dollars / Cents	10,650	$ 10,650 -
1.04	2	EA	Pedestrian Directional Signage - Turn-key with all related costs. No engineering and permitting required.	Four Thousand One Hundred and Seventy Dollars and No Cents Dollars / Cents	4,170	$ 8,340 -
1.05	4	EA	Small Pedestrian Trail Marker - Turn-key with all related costs. No engineering and permitting required.	Two Thousand Two Hundred and Forty Dollars and No Cents Dollars / Cents	2,240	$ 8,960 -
1.06	1	LS	Disassembly, Relocation & Reconstruction of Existing Entry Monument Sign - Turn-key with all related costs.	Nine Thousand Nine Hundred and Eighty Dollars and No Cents Dollars / Cents	9,980	$ 9,980 -
1.07	1	LS	Removal of Existing Signage - Turn-key with all related costs.	Three Thousand Two Hundred Dollars and No Cents Dollars / Cents	3,200	$ 3,200 -
				SUBTOTAL BID FORM #1 (Items 1.01 thru 1.07):		$ 66,560 -

NOTES: Contractor to provide signed and sealed professional engineering documents for all sign foundations and footings, to be reviewed and approved by the City Engineer. Contractor to include all engineering related costs in statement of bid. Prior to sign installation, contractor shall field locate and stake sign locations for review and approval by the City Engineer.

BRH **INITIAL**

STATEMENT OF SEPARATE CHARGES

Materials:	$ 26,110 -
All Other Charges:	$ 40,450 -

TOTAL BASE BID: **$ 66,560 -**

BID FORM

PROJECT NAME: **City of Dripping Springs - Park System Signage Phase 2**
PROJECT LOCATION: **Dripping Springs, TX**
OWNER: **City of Dripping Springs - Parks and Community**
DATE: **February 2024**

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within the number of days set forth within the project schedule.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

Respectfully Submitted,

Signature

Sarah Honza
Print Name

Busi Mgr.
Title

Southwest Monument & Sign
Name of Firm

02/29/2024
Date

2008 Windy Terrace, Cedar Park, TX 78613
Address

844/512-331-1522 Ex. 700
Telephone

Joe Fazzone
Secretary, if Bidder is a Corporation

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Fazzone Builders, Inc. dba Southwest Monument & Sign as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of Five Percent of Amount Bid***** (5%); for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 1st day of March, **2024**.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Park System Signage Phase 2.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Fazzone Builders, Inc. dba Southwest Monument & Sign	Travelers Casualty and Surety Company of America
Principal (Seal)	Surety (Seal)
By: Joe Fazzone	By: Courtney J. Goulding
Signature	Signature
Joe Fazzone	Courtney J. Goulding, Attorney-in-Fact
Print Name	Print Name

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Courtney J Goulding** of **AUSTIN** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of March , 2024

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

(PN-042-B) Ed. 10.18.07

NON-COLUSION AFFIDAVIT
PRIME BIDDER

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is President of Southwest Monument & Sign
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Joe Fazzone, President

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 29 day of February, **2024**.

NOTARY PUBLIC STATE OF TEXAS
Norma Jean Rivera
My Commission Expires
04/23/2025
ID No 130638862

Notary Public

My Commission expires:

04/23/2025

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form: Joe Fazzone, President
Name of Company: Fazzone Builders, Inc. dba/ Southwest Monument & Sign
Date: 2-29-2024
Signature of person submitting form:

NOTARIZED:

Sworn and subscribed before me,

by physical appearance/ Joe Fazzone

on February 29, 2024 .
(date)

NOTARY PUBLIC STATE OF TEXAS
Norma Jean Rivera
My Commission Expires
04/23/2025
ID No 130638862

https://www.ethics.state.tx.us/filinginfo/1295/

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: North Austin MUD No. 1
   Project Owner: Crossroads Utility Services, LLC
   Owner Contact Person & Phone No.: Andrew Hunt - C: 737-701-6569
   Value of Contract: $327,830
   Date Completed: 08/30/2023
   Bidder's Project Manager: Dwight Toth/Windy Smith
   Bidder's Project Superintendent: Dwight Toth

2. Name of Project: La Verde Park
   Project Owner: City of Kyle, TX
   Owner Contact Person & Phone No.: Yvonne Gil-Vallejo - P: 737-213-2328
   Value of Contract: $32,962
   Date Completed: 11/27/2023
   Bidder's Project Manager: Dwight Toth/Windy Smith
   Bidder's Project Superintendent: Dwight Toth

3. Name of Project: Rotary Park Signage
   Project Owner: City of Ennis, Texas
   Owner Contact Person & Phone No.: Paul Liska, Parks & Rec Director - C: 972-935-5612
   Value of Contract: $40,560
   Date Completed: May 2021
   Bidder's Project Manager: Dwight Toth/Windy Smith
   Bidder's Project Superintendent: Dwight Toth

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Dwight Toth / Windy Smith
2. Name of Proposed Project Superintendent: Justin Toth

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control Self

Other Subcontractors Exceeding 10% of total contract amount:

2. 1-Zone (Supplier)
3. _____
4. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
T74 Bobcat - 2020	1	Used	3	Cedar Park, TX
E35 Bobcat-Mini Excavator- 2008	1	Used	15	Cedar Park, TX
Imer Workman II - Mortar Mixer 9CF-2014	1	Used	9	Cedar Park, TX

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Fazzone Builders, ,Inc. dba/ Southwest Monument & Sign

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

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

Joseph Fazzone, President

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

None

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

7

Joe Fazzone, President

Signature of vendor doing business with the governmental entity

1/18/2024

Date