



Competitive Sealed Proposal

Paving Upgrades at Northwest Crossing ES

RFCSP# 2024-012

**NORTHSIDE INDEPENDENT SCHOOL DISTRICT
FACILITIES AND OPERATIONS
FACILITIES DEPARTMENT
5900 EVERS ROAD, BLDG. C
SAN ANTONIO, TEXAS 78238
210-397-1200**



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NORTHSIDE INDEPENDENT SCHOOL DISTRICT

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PURCHASING DEPARTMENT

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CONSULTANT

*Bain Medina Bain, Inc.
7073 San Pedro Ave.
San Antonio, Texas 78216*

Date: January 10, 2024

RFCSP No. 2024-012

INVITATION TO OFFERORS (Competitive Sealed Proposals)

- 1. REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP):** *The Northside Independent School District (“NISD” or “Owner”) of Bexar County, Texas proposes to construct a Paving Upgrades at Northwest Crossing ES (“Project”) and is requesting competitive sealed proposals for the work pursuant to Chapter 2269 of the Government Code. The Owner may select the Proposal that offers the “best value” for the District based on the published selection criteria, weight of criteria, and on its ranking evaluation. Prior to approval of the recommended Offeror by the Board of Trustees, the District’s representative Owner may attempt to negotiate a contract and discuss options for scope or time modifications and price change(s) associated with the modification(s) if proposed prices are more than the District’s budget for the project. Proposals are to be submitted in accordance with this invitation and the accompanying instructions. Northside facilities are accessible to disabled persons. To arrange for special assistance for this meeting, the Pre-Proposal Conference, and any other meeting, or if you have questions regarding accessibility, please contact the Facilities & Operations Department in advance of the meeting.*
- 2. DESCRIPTION OF PROJECT:** *The Project is generally described as follows: Pavement upgrades throughout campus as indicated on the drawings and specifications to include all general construction, site work, heating, air conditioning, electrical, plumbing and all other work as indicated on the construction documents.*
- 3. TIME OF COMMENCEMENT AND COMPLETION:** *The Project must be complete and ready for occupancy not later than August 02, 2024 assuming that the successful Offeror is given notice of its top ranking on or before **March 27, 2024**. Any proposal must provide for final completion by this date. The Notice to Proceed may be issued up to **45** consecutive calendar days following the Notice of Award. The Contractor shall take this period into account in the*

preparation of its Proposal. No claim for additional time shall be considered unless this period is exceeded.

Alternately, Offerors may be asked to submit the number of calendar days required for completion of the Work, if completion of the Work shall be prior to such date.

4. **ESTIMATED PROJECT BUDGET:** \$775,000.00, based on the Plans dated January 02, 2024 and Specifications dated January 10, 2024, Job No. RFCSP# 2024-012 prepared by Bain Medina Bain, Inc. ("Consultant").

5. **PRE-PROPOSAL CONFERENCE:** A Voluntary Pre-Proposal Conference will be conducted at 1:00 P.M. on January 26, 2024 at NISD Engineering Services, 5900 Evers Road. For details, please refer to NISD Purchasing Website. All persons desiring to submit a proposal are encouraged to attend this conference. The District's responses to questions received at or before the Pre-Proposal Conference may be distributed at the Pre-Proposal Conference, and later questions will be distributed via addendum, where applicable.

6. **PROPOSAL DOCUMENTS:** General Contractors may obtain up to two (2) sets of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$100.00 for each set which shall be refundable provided the General Contractor submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Subcontractors and suppliers may obtain up to one (1) set of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$100.00 for each set which shall be refundable provided the subcontractor or supplier submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Additional sets may be purchased from the Consultant by General Contractor, subcontractor or supplier at the cost of \$100.00 per set. All payments shall be made payable to the order of Bain Medina Bain, Inc. No partial sets of bid documents will be issued, and the Owner and/or Consultant will have no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. If the Proposal Documents are timely returned but in poor condition, a reasonable amount for the cost of reproduction will be deducted from the amount of deposit and the remaining balance will be refunded to the General Contractor, subcontractor or supplier. If the Proposal Documents are not timely returned to Consultant, or if a proposal is not submitted, the deposit will be forfeited.

In addition to the above, copies of the "Proposal Documents" may be examined during normal business hours at the following location:

Virtual Builder's Exchange, LLC
4047 Naco Perrin Blvd., Ste. 100
San Antonio, Texas 78217
Telephone: (210) 564-6900

7. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS:** All proposals must be delivered in person or by United States mail, and finalized prior to the closing time. Proposals received by oral, telephonic, facsimile, or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors must be finalized prior to the closing time. Submittals shall be enclosed in a sealed, opaque envelope, addressed to the "**Board of Trustees for Northside Independent School District**" at the address specified below and identified as a proposal for the Paving Upgrades at Northwest Crossing ES, RFCSP No. 2024-012.

*If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated “**Sealed Proposal Enclosed**” on the face thereof. All proposals must be delivered to Owner at the following address:*

*Ms. Andrea Tena
Northside Independent School District
Purchasing Department
607 Richland Hills Dr., Ste. 700
San Antonio, TX 78245-2149*

Proposals will be received by the Owner until 2:00 P.M., February 14, 2024. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the proposal read aloud. Each Offeror shall assume full responsibility for timely delivery of its proposal to the location designated for receipt of proposal. Proposals received after the date, time, or at the wrong location, will not receive consideration and will be returned unopened. Should you have any questions regarding the bidding process, please contact the Purchasing Department via telephone at (210) 397-8710 or via email at purchasing@nisd.net.

Attachments herein may not be required at Proposal Opening but will be required once the project is awarded or upon completion of the project.

8. PROPOSAL SECURITY: *Each proposal must be accompanied by proposal security in the amount of five percent (5%) of the total proposal, including all additive alternatives, pledging that the successful Offeror will, within 30 calendar days after the successful Offeror is notified of receipt of its proposal, enter into a written contract with the Owner on the terms stated in the “Proposal Documents”, as evidenced by the unconditional execution and delivery of such contract, and furnish payment and performance bonds, evidence of insurance and other submittals as required by the “Proposal Documents”. Should the successful Offeror fail or refuse to enter into such contract or furnish such bonds or evidence of insurance within the time above-stated, such proposal security shall be forfeited to the Owner as damages, not as a penalty. Such proposal security shall be in the form of cash, certified funds payable to the order of the Owner, or a bond in favor of the Owner. The bond shall be on AIA Document A310 “2010 Edition,” and shall be issued by a corporate surety duly authorized and admitted to do business in the State of Texas, and licensed by the State of Texas to issue surety bonds and to be an executed original. If the amount of the bond exceeds the legal underwriting limitation of the surety, the Offeror and the surety shall provide the Owner with evidence that the excess is reinsured with one or more reinsurers who are duly authorized, accredited, and licensed to do business in the State of Texas. Any proposal which is not accompanied with proposal security in the form and amount required herein shall be rejected as nonconforming. The Owner shall have the right to retain the security of all Offerors to whom an award is being considered until either (i) the Contract has been unconditionally executed and delivered by the parties and any required payment and performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all proposals have been rejected by the Owner without the acceptance of any proposal.*

INSTRUCTIONS TO OFFERORS (Competitive Sealed Proposals)

PROPOSAL DOCUMENTS: The “Proposal Documents” shall include the Invitation to Offerors, these Instructions to Offerors, the Contract Documents (as defined below), the Proposal Form, and any other sample proposal and contract forms. The Contract Documents shall consist of the Agreement between Owner and Contractor (AIA Form A101-2017, the “Contract”), the General Conditions of the Contract for Construction, as modified by Northside Independent School District, Owner for the Project (AIA Form A201-2017), the Owner’s Special Conditions included with the “Proposal Documents”, and the Drawings, and all Addenda issued prior to execution of the Contract. Each Offeror shall carefully study and compare the Contract Documents with one another and with any existing work or work under construction, shall examine the site and local conditions, and shall at once report to the Consultant any errors, inconsistencies or ambiguities discovered. By submitting a proposal, the Offeror represents that the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Offeror has read and understands the “Proposal Documents”, including the Contract Documents; that the proposal is made in accordance with the “Proposal Documents”; and that the Offeror has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror’s site observations with the requirements of the Contract Documents.

Offerors may request clarification or interpretation of “Proposal Documents”. Any such request must be in writing and must be received by the Consultant at least FIVE (5) days prior to the last date for receipt of proposals. Interpretations, corrections and/or changes of or to the “Proposal Documents” will be made by written Addendum. Any interpretations, corrections or changes of or to the “Proposal documents”, made in any other manner will not be binding upon the Owner, and Offerors may not rely thereon.

Any discrepancy or conflict with the Drawings shall be brought to the attention of Consultant and the Owner. Discrepancies or conflicts not brought to Consultant’s and Owner’s attention and clarified during the proposal process for the Project will be deemed to have been priced in the more costly manner or difficult manner, and the better quality or greater quantity of the Work shall be provided by the Contractor in accordance with Consultant’s interpretation.

Offeror acknowledges and accepts that any costs incurred from the Offeror’s participation in this RFCSP process shall be at the sole risk and responsibility of the Offeror.

Note: Do not contact members of the Board of Trustees, the Superintendent or other employees of the Northside Independent School District. Contact with any of these prohibited individuals after issuance of the RFCSP and before selection is made, may result in disqualification of your proposal.

ADDENDA: Addenda will be e-mailed to all who are known by the Consultant to have received a complete set of “Proposal Documents”, and will be sent to the e-mail address of each Offeror furnished by such Offeror for such purposes. In addition, copies of Addenda will be made available for inspection wherever “Proposal Documents” are on file for that purpose. Each Offeror shall acknowledge in its proposal its receipt of all Addenda issued. Failure of an Offeror to receive any such Addenda shall not relieve the

Offeror from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.

ALTERNATES: Alternate bids are sums added or deducted from the Base Bid Proposal(s) for certain work defined in the Contract Documents. The Offeror shall clearly distinguish on the Proposal Form whether the proposed Alternate(s) is additive or deductive. If there is not effective cost change the Offeror shall insert the term "No Cost" meaning that the Alternate may be awarded, but there will be no cost impact to the work if accepted by the Owner. The Owner shall reserve the right to award Alternates in any order without regard to the listing on the Proposal Form. Alternates shall include all labor, material, equipment, overhead and profit. A Proposal may be deemed, at the sole discretion of the Owner, to be non-responsive and receive no further consideration if Alternate bid items are not bid.

FORM OF PROPOSAL: Proposals shall be submitted on the prescribed form, and all blanks on the proposal form shall be completed, in ink or type-written, with sums expressed in both words and figures (in case of discrepancy between the two, the amount written in words shall govern). All requested alternates shall be priced, and if no change in the base price is required, the phrase "No Change" shall be inserted into the appropriate location. Each copy of the proposal shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation, limited liability company, or other legal entity. Each copy of the proposal shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation or limited liability company shall name the state of incorporation or organization of the Offeror, and shall include reasonable evidence of the authority of the person signing the proposal to bind the corporation or limited liability Company.

Contractor shall refer to Weather Data Sheet for information related to how District addresses weather days, as defined in Attachment "O".

Offeror shall execute and deliver to Owner with its Proposal, each of the following:

- a. **Contractor's Qualification Statement (AIA Form A305):** Executed counterpart of the Contractor's Qualification Statement, a copy of which is attached to the Proposal Form as **Schedule 1**.
- b. **Subcontractors and Suppliers:** A list of the subcontractors and material suppliers which the Offeror proposes to use for the Work, in the form attached to the Proposal Form as **Schedule 2**. All spaces on the attached Schedule shall be completed, and should any particular item or trade not apply, the Offeror shall mark "not applicable" in the appropriate space. Each Offeror is advised that all persons, firm, corporations or other parties to whom the Offeror proposes to award a subcontract hereunder must be acceptable to the Owner. The Schedule described herein is in addition to, and not in limitation of, the requirements for submission and approval of subcontractors and suppliers contained in Article 5 of the General Conditions. The Owner may require evidence of a subcontractor's bondability if the subcontractor's contract exceeds \$100,000.00 in the aggregate.

- c. **Felony Conviction Notification:** Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as **Schedule 3**.
- d. **Hold Harmless Agreement:** Executed counterpart of the Hold Harmless Agreement, in the form attached to the Proposal Form as **Schedule 4**.
- e. **Financial Statements:** Current financial statements of the Offeror, as of the most recent calendar (or fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the Offeror to be true and correct, to be attached to the Proposal Form as **Schedule 5**.
- f. **Insurance and Bonding Certification:** A certification by the President or a Vice President of the Offeror, representing to Owner that the Offeror has the capability to satisfy the insurance and bonding requirements set out in the "Proposal Documents", in the form attached to the Proposal Form as **Schedule 6**.
- g. **Conflict of Interest Questionnaire:** Completed and executed Conflict of Interest Questionnaire, in the form attached to the Proposal Form as **Schedule 7**.
- h. **Proposal Security:** A certified check or proposal bond issued by surety authorized to issue surety bonds in the State of Texas in the amount equal to five percent (5%) of the Base Proposal, plus all additive alternatives, if applicable, to be attached to the Proposal Form.

Items (a) – (h) above, as well as Exhibits A (Relevant Experience), B (Project Management Ability), and C (Past Performance), are required by the Owner to adequately evaluate the Offeror's qualifications. Failure of the Offeror to deliver any such items with its proposal shall constitute a basis for rejection of the proposal by the Owner.

Only one executed original and one copy of executed original of the Proposal Form, Schedule 2, and the Proposal Security need be submitted to Owner. All other Schedules (1, 3, 4, 5, 6 and 7) and Exhibits A (Relevant Experience), B (Project Management Ability), and C (Past Performance), shall be submitted in a binder with section dividers.

PROPOSAL SELECTION CRITERIA: Award of the Contract resulting from this solicitation shall be under the selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this solicitation. The five (5) divisions of selection criteria ("Divisions") are as follows:

- (A) Relevant Experience
- (B) Project Management Ability
- (C) Past Performance
- (D) Subcontractor and Supplier Support Capability
- (E) Price Proposal

Each of the Divisions has been assigned an appropriate weight by the Owner, as set forth below. Following an analysis and evaluation of the proposals, ranking of the Offerors will be made based upon the selection criteria. In the event of a tie in the rankings, Owner shall break the tie based upon Owner's determination of which proposal will provide the best value to Owner. Subjective judgment on the part of the Owner is implicit in the criteria selection process. The selection process permits placing technical considerations above total price. Therefore, the Owner reserves the right to award to other than the lowest proposed price. Once the Offerors have been ranked, the Owner will begin contract negotiations with the first ranked Offeror. If the Owner is unable to come to terms with the first ranked Offeror, discussions will be terminated and the Owner will proceed to the next ranked Offeror and repeat the process until a contract agreement is reached or all proposals are rejected.

Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Offerors.

Within 45 days after the opening of the proposals, the Owner shall evaluate and rank sequentially each proposal submitted in relation to the selection criteria. In accordance with relevant statutory provisions, Owner reserves the right not to make the evaluations or rankings public until seven days after the Contract has been fully executed by the Owner and the selected contractor. There shall be no right to protest or appeal the rankings prior to the time that the Contract is executed; however, after the rankings are made public, the Owner shall receive any comments, in writing, from any Offeror not selected.

The proposal review committee may include, but is not be limited to, the Assistant Superintendent for Facilities and Operations, the Executive Director of Construction & Engineering, the Director of Facilities Construction and/or the Director of Engineering, the Director of Purchasing, and the Consultant team.

The Owner will evaluate the proposals submitted based upon the selection criteria more fully described below:

(A) RELEVANT EXPERIENCE – (20 Points) - Attach to the Proposal Form as Exhibit A

1. Experience (5 Points) – Experience as a general contractor under company's current legal name with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which an Offeror has as defined in Schedule 1 – Contractor's Qualification Statement.

2. Representative Projects (10 Points) – Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, Consultant of record, cost of the project, scope, year of completion, and the Owner's contact person to include phone number. Consideration will only be given to projects which were occupied or substantially completed within the last ten (10) years. Educational Facilities Projects will receive greater consideration.

3. *Project Support (5 Points):*

- (a) *Provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal, to include, but not limited to: a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services. Include a discussion of the methods, tools, procedures, and additional resources (example: Project Executive, Safety Officer, Project Engineer, Project Administrator, etc.) used to manage the work contemplated under this proposal and shall include the total number of calendar days that are required to complete the scope of the work. Timely completion of the contract is important to the Owner and will be a factor in the consideration of the award of the contract. List additional project support available that would be utilized on this project to ensure timely and quality completion.*
- (b) *List/identify construction equipment, supplies, and related resources owned by the Offeror available to perform work proposed in this project.*
- (c) *Clearly identify scheduling approach/technique and software tools utilized to establish and maintain project schedule.*
- (d) *Provide current Safety Rating (EMR) at the time the proposal is submitted. Documents issued by insurance company are required to support EMR Rating.*

(B) PROJECT MANAGEMENT ABILITY – (10 Points) - Attach to the Proposal Form as Exhibit B.

1. *Project Management Team:*

- (a) & (b) *Project Manager's and Project Superintendent's points will be distributed based on years of experience in the assigned role per the evaluation matrix. Assistant Superintendent years of experience will be counted as half credit for the Superintendent. Resumes are to include but are not limited to: key projects in the role assigned with dollar amounts and year completed, experience with other organizations, and description of duties performed in current role. If an individual has served in different roles within the organization, then those roles and the number of years in those roles will also need to be listed.*

(C) PAST PERFORMANCE – (15 Points) - Attach to the Proposal Form as Exhibit C.

The contractor shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance with other school districts and/or clients and addresses at a minimum items (i) through (vii) listed below. Past performance will be considered in the evaluation process, including but not limited to, the following:

- (i) Timely Completion – Ability of Contractor to remain on schedule.*
- (ii) Cooperation with Owner(s), Owner's Representative, and Consultants.*
- (iii) Coordination of Trades – Proper and timely coordination of all trades and support personnel in completing the project.*
- (iv) Quality of Workmanship – Consistent demonstration of commitment to excellence in workmanship.*
- (v) Warranty Responsiveness – Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness.*
- (vi) Punch List Length & Completion – Minimum number of major deficiencies on the substantial completion punch list and timely completion of punch list items.*
- (vii) Cooperation on Changes in Cost, Time, and Scope.*

If Offeror does not have previous construction experience with the Northside Independent School District, consideration will be given to references from other representative projects and/or Owners.

(D) SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY – (20 Points)

The Offeror shall submit a schedule of proposed subcontractors and suppliers for this Project as defined in Schedule 2. The Offeror should be capable of submitting resumes and references for each subcontractor listed, if requested by Owner.

(E) PRICE PROPOSALS – (35 Points)

The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents.

The Offeror submitting the lowest proposed amount shall receive the highest number of points in this category, and the Offeror submitting the highest proposed amount shall receive the lowest number of points awarded in this category.

MODIFICATIONS AND PROPOSAL WITHDRAWAL: *A proposal may not be modified, withdrawn or canceled by an Offeror for a period of forty-five (45) days after the last date specified for receipt of proposals. Prior to the last date specified for receipt of proposals, a proposal may be modified or withdrawn by notice to the Owner's Director of Purchasing at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Offeror. Written confirmation executed by the Offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification*

shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the receipt of proposals.

ACCEPTANCE AND/OR REJECTION OF PROPOSALS: *The Owner may request from Offeror a written interpretation of any term or statement in the proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. Conditional proposals will not be accepted. The Owner shall have the right to reject all proposals, to reject a proposal not accompanied by the required security, to reject a proposal which is in any way incomplete, irregular or nonconforming, or to reject a proposal which may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any formality in any proposal.*

*Unless the Owner rejects all proposals, the Owner intends to award the Contract to the Offeror that offers the best value to the Owner based on the listed selection criteria. If the Owner is unable to reach a contract agreement with the selected Offeror, the Owner shall terminate further discussions and proceed to the next Offeror in the order of the selection ranking until a contract agreement is reached or all proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (i) the Offeror's execution and delivery of the Contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the award of its proposal, (ii) **submission of notarized and completed House Bill Form 1295 in an original form and a copy**, (refer to Attachment M – House Bill 1295 at www.ethics.state.tx.us/File) and (iii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the Contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the proposed award and thereafter negotiate with and award the Contract to the next ranked Offeror, or may reject all proposals. There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the Contract or Work being proposed, nor may the Offeror have any reasonable expectation of being awarded the Contract, unless and until the Contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Owner.*

Each Offeror by submission of a proposal waives any claims it has or may have against the Owner, the Consultant, sub-consultants and their employees, and any trustees, officers, and employees of Owner, connected with or arising out of the proposal administration, proposal evaluation, proposal ranking, proposal recommendation, the award of the Contract, and the rejection of any proposals.

INSURANCE & PAYMENT & PERFORMANCE BONDS: *The Offeror shall include evidence of its ability to obtain the required bonds and insurance, and the ability to cover operating expenses. Such evidence includes pertinent bank, bonding company, and creditor references, with account numbers, points of contact, and telephone numbers. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas. The Offeror shall be otherwise qualified and eligible to receive an award and perform the contractor's obligations in*

connection with the Project, under applicable laws and regulations. The successful Offeror shall deliver to the Owner, within the time specified in the Proposal Documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the "Proposal Documents".

TRENCH EXCAVATION PROTECTION: Specific reference is hereby made to those certain sections, divisions, and parts of the Specifications which contain requirements for trench excavation protection with respect to the Work. Each Offeror should specifically note the fact that certain requirements with respect to such trench excavation protection must be satisfied prior to award of the Contract.

PREVAILING WAGE RATES: As set forth in the Contract Documents (refer to Appendix A), each Offeror is advised that, if awarded the Contract, the Offeror must comply with the requirements of V.T.C.A., Government Code §2258.001 et seq., with respect to the Work, and in this regard shall pay to and cause all of its subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work, as ascertained by the Owner.

PROPOSAL FORM
(Competitive Sealed Proposal)

PROPOSAL OF:

(Name of Offeror)

TO: Director of Purchasing

FOR: Paving Upgrades at Northwest Crossing ES

PROPOSAL # 2024-012

Attention Owner:

The Offeror named herein (hereinafter called "Offeror"), in compliance with the Invitation to Offerors and Instructions to Offerors for the _____ ("Project") for the Northside Independent School District, San Antonio, Texas ("Owner"), having inspected the Project site and carefully examined the Project Drawings, Specifications, Addenda Nos. (List all addenda) _____, and all other Contract Documents (as such term is defined in the Instructions to Offerors), hereby offers to enter into a contract to furnish all labor, materials, tools, equipment, transportation, machinery, supplies, insurance, permits, (per owners special conditions chapter 3, section 3.2) taxes and services necessary to complete the Work in accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of offer as set forth herein and in the Invitation to Offerors and the Instructions to Offerors. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offerors failure to familiarize itself with the Contract Documents or any condition at the Project site, which might affect the Work, will not be allowed.

Base Proposal: The Offeror agrees to execute all of the Work described in the Drawings, Specifications and other Contract Documents, including Owner Contingency and Allowances as defined in "Specifications", for the sum of _____ and _____/100 DOLLARS (\$ _____). In case of a difference between written words and numbers in this Proposal Form, the amount stated in written words shall govern. All unused Owner Contingency and Allowances will be returned back to Owner.

1. Unit Prices: The Offeror agrees that the Base Proposal may be adjusted by the amounts indicated below for each unit price:

[Number]	[Description]	[Units]	[Cost \$/Unit]
1.	Asphalt (Type D)	TON	
2.	Fog Seal	SY	
3.	Flexible Base	CY	
4.	Concrete Curb (7")	LF	
5.	Concrete Pavement (3,500 PSI)	CY	
6.	Concrete Rip Rap (4" Thick)	SY	

2. Time for Completion: *If awarded the Contract, the Offeror agrees to commence the Work within 10 days after Notice to Proceed is given by the Owner, and assuming such notice of award is given on or before March 27, 2024, to achieve Substantial Completion of the Work on or before August 02, 2024.*

3. Completion Date Alternate: *In the event the Offeror elects to provide a completion date / contract time earlier than the Base Proposal requirement, the Completion Date Alternate below should be completed in full. If no alternate date is provided by the Offeror, the Completion Date Alternate may be left blank. The Owner reserves the right to accept or reject any alternate in the order of the Owner's own choosing.*

The Offeror agrees to achieve Substantial Completion of the work on or before _____, (_____) consecutive calendar days to Substantially Complete the work from a notice of award given no later than _____.

5. Proposal Security: *Proposal security in the form of a certified check or proposal bond in the amount of five percent (5%) of the Base Proposal, plus all additive alternates, if applicable, is attached hereto, as a guaranty that the Offeror will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the Work. NOTE: Please see the following link for information on Owner's Proposal Security Requirements: <https://www.nisd.net/district/purchasing/business-with-nisd>*

6. Contractor's Personnel: *The Offeror agrees to employ the following individuals for the entire duration of the Work, as noted in A201 Article 3, at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:*

Project Manager: _____

Project Superintendent: _____

7. Representations: *By execution and submission of this Proposal, the Offeror hereby covenants, represents and warrants to Owner as follows:*

(a) The Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work for the Project.

(b) The Offeror has read and understands the "Proposal Documents", including the Contract Documents, and this Proposal is made in accordance with the "Proposal Documents".

(c) The Offeror has carefully inspected the Project site, and that from the Offerors own investigation, the Offeror has satisfied itself as to the nature and location of the Work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offerors site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

(d) To the fullest extent permitted by applicable law, the Offeror hereby waives any and all claims it has or may hereafter have against the Owner, the Consultant, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, sub-consultants and employees arising out of or in connection with, or related to (i) the administration, evaluation, ranking, or recommendation of any proposals; (ii) any requirements under the "Proposal Documents" or the Contract Documents; (iii) acceptance or rejection of any proposals; and (iv) the award of the Contract. The Offeror knows and understands that the Offeror, by this waiver, is relinquishing current and future rights, benefits and advantages, and the Offeror hereby does so voluntarily and intentionally.

8. Attached Schedules and Selection Criteria Exhibits: The following Schedules and Exhibits are attached to this Proposal Form, and by this reference are expressly incorporated herein:

Schedule 1 - Contractor's Qualification Statement (AIA Form A305)

Schedule 2 - Proposed Subcontractors and Suppliers

Schedule 3 - Felony Conviction Notification

Schedule 4 - Hold Harmless Agreement

Schedule 5 - Financial Statements

Schedule 6 - Insurance and Bonding Certification

Schedule 7 - Conflict of Interest Questionnaire

Exhibit A - Relevant Experience

Exhibit B - Project Management Ability

Exhibit C - Past Performance

OFFEROR

By: _____
(Signature with Blue Ink required: Original Proposal Form required for consideration. Copies will not be accepted.)

Name: _____

Title: _____

SCHEDULE 1

CONTRACTOR'S QUALIFICATION STATEMENT (AIA FORM A305)

AIA Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

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

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:



AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

TYPE OF WORK: *(File a separate form for each Classification of Work.)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2.0 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3.0 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits

(If the answer to any of the questions below is yes, attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

(If the answer is yes, attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4.0 REFERENCES

§ 4.1 Trade references:

§ 4.2 Bank references:

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5.0 FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6.0 SIGNATURE

§ 6.1 Dated this _____ day of _____ 20____

Name of organization:

By:

Title:

§ 6.2

M _____ being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this _____ day of _____ 20____

Notary Public:

My commission expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

A305- 1986 Contractor's Qualification Statement

[Contract Administration & Project Management Forms](#) [A Series](#) [Share](#)

This document has been replaced with an [updated version](#) and will be retired on April 30, 2022

An owner preparing to request bids or to award a contract for a construction project often requires a means of verifying the background, references, and financial stability of any contractor being considered. These factors, along with the time frame for construction, are important for an owner to investigate. Using AIA Document A305™-1986, the contractor may provide a sworn, notarized statement and appropriate attachments to elaborate on important aspects of the contractor's qualifications.

When to use

- Questionnaire to provide information about a contractor's background
- To be filled out by the contractor



AIA Document A305™ – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

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

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization’s principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

Sample



AIA[®]

Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by
and dated the day of in the year
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

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

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization’s latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization’s preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization’s identification number or other method of searching your organization’s credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?
- .2 been terminated for any reason except for an owners’ convenience?
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

- .4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?

Sample



AIA Document A305™ – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

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

CONTRACTOR’S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor’s Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.3? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

Sample



AIA[®]

Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



AIA[®]

Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

SCHEDULE 2
PROPOSED SUBCONTRACTORS AND SUPPLIERS

Proposed Subcontractors: Subject to approval by the Owner and Consultant, the Bidder agrees to employ the following named Subcontractors for the following trades (insert only one [1] legal subcontractor name for each item of work, place of business, business address, and phone number, or if the item of work is not to be subcontracted, the Bidder shall insert the Bidder's own legal name; insertion of more than one name will result in a deduction of points or disqualification during the evaluation and ranking process). All names listed below shall be the subcontractor installing or performing the work unless otherwise specified:

<u>ITEM OF WORK</u>	<u>PROPOSED SUBCONTRACTOR</u>	<u>PLACE OF BUSINESS</u>	<u>ADDRESS & TELEPHONE</u>
Sitework	_____	_____	_____
Asphalt Paving	_____	_____	_____
Concrete	_____	_____	_____
Masonry	_____	_____	_____
Striping/Signage	_____	_____	_____

**SCHEDULE 3
FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Education Code, Section 44.034, Notification of Criminal History, subsection (a) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states: " A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034, Texas Education Code; and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract.

VENDOR'S NAME: _____

VENDOR'S ADDRESS & TELEPHONE: _____

AUTHORIZED COMPANY OFFICIALS NAME: _____
(Printed)

SIGNATURE OF COMPANY OFFICIAL: _____

DATE: _____

**SCHEDULE 4
HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, Northside Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for _____ ("Project") designated as Project# _____ except to the extent caused by the negligence of Northside Independent School District.

The Contractor shall also defend, indemnify and hold harmless, Northside Independent school District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Northside Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this _____ day of _____, 20____.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

SCHEDULE 5
FINANCIAL STATEMENT BY OFFEROR

SCHEDULE 6

INSURANCE AND BONDING CERTIFICATION

The undersigned, being the President or a Vice President of the Offeror, hereby certifies that the Offeror shall be able to procure and provide to Owner, within the time specified in the Proposal Documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Proposal Documents.

The undersigned shall reimburse Owner for all damages, costs, and expenses (including reasonable attorneys' fees) which are incurred by Owner and which are related in any way to the falsity of any part of the certification set out herein.

Dated and Effective the ____ day of _____, 20_____.

Signature

Printed Name

Position (President or Vice President)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____,
20_____, by _____.

Notary Public State of Texas

My Commission Expires: _____

SCHEDULE 7

ALERT TO VENDORS

CONFLICT OF INTEREST QUESTIONNAIRE

On May 30, 2015, the Texas Senate passed House Bill No. 23, amending Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on September 1, 2015. This includes School Districts.

Failure to abide by these new statutory requirements can result in possible criminal penalties.

Northside Independent School District is requiring you to complete the attached CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

Northside Independent School District will not provide any further interpretation or information regarding these new requirements.

Please complete the attached CONFLICT OF INTEREST QUESTIONNAIRE and return it to:

Northside Independent School District
Ms. Andrea Tena
Director of Purchasing
607 Richland Hills Drive #700
San Antonio, Texas 78245

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

COMPETITIVE SEALED PROPOSALS PROPOSAL CHECKLIST

Name of Offeror/Contractor: _____

Project Name: Paving Upgrades at Northwest Crossing ES

NISD Bid No. _____

Date: _____

PROPOSAL SUBMISSION DOCUMENTS

Quantity Required – 1 ORIGINAL AND 1 COPY

- Proposal Form
- Proposal Security – Bid Bond
- Schedule 2 – Proposed Subcontractor and Suppliers

SCHEDULES

Quantity Required – 2 COPIES (unless otherwise noted)

- Schedule 1 – Contractor’s Qualification Statement (AIA Form A305)
- Schedule 2 – Proposed Subcontractor and Suppliers (1 Submitted with Proposal Documents)
- Schedule 3 – Felony Conviction Notification
- Schedule 4 – Hold Harmless Agreement
- Schedule 5 – Financial Statements
- Schedule 6 – Bonding and Insurance Certification
- Schedule 7 – Conflict of Interest Questionnaire

SELECTION CRITERIA

Quantity Required – 2 COPIES

- Exhibit A – Relevant Experience
- Exhibit B – Project Management Ability
- Exhibit C – Past Performance

PROPOSAL FORMAT

1. The PROPOSAL SUBMISSION DOCUMENTS (all originals) should be submitted in a separate sealed envelope.
2. The SELECTION CRITERIA information and the SCHEDULES should be submitted in a binder with section dividers (tabs) labeled accordingly; Exhibit A, Exhibit B, Exhibit C, Schedules 1, 3, 4, 5, 6, & 7.

MINIMUM HOURLY WAGE RATE

BUILDING CONSTRUCTION

November, 2004

Air Conditioning Mechanic	\$22.96
Air Conditioning Mechanic Helper	\$ 8.82
Air Conditioning Serviceman	\$21.86
Air Conditioning Serviceman Helper	\$10.10
Bricklayer/Stone Mason	\$18.16
Carpenter, Form	\$12.02
Carpenter, Trim and Finish	\$14.92
Concrete Finisher	\$12.47
Drywall Installer	\$14.38
Electrician	\$18.93
Electronic Technician	\$14.45
Floor Layer, Resilient	\$12.00
Glazier	\$10.88
Ironworker, Reinforcing	\$10.19
Ironworker, Structural	\$12.50
Ironworker, Structural Helper	\$11.06
Laborer, Skilled	\$ 9.94
Laborer, Unskilled	\$ 8.10
Operator, Crane	\$15.90
Operator, Forklift	\$12.50
Painter	\$10.00
Pipefitter	\$23.10
Pipefitter, Helper	\$ 9.45
Plumber	\$23.93
Plumber Helper	\$ 9.65
Roofer	\$ 9.95
Roofer, Helper	\$ 9.01
Sheet Metal Worker, Roofing	\$13.92
Sheet Metal Worker, Roofing Helper	\$ 9.46
Sheet Metal Worker, Ductwork	\$20.87
Sheet Metal Worker, Ductwork Helper	\$ 7.99
Sprinkler System Installer (Fitter)	\$18.70
Tile Installer, Ceramic	\$12.15
Waterproofer Installer	\$10.92
Welder, Certified Pipe	\$24.14
Welder, Structural	\$13.68

SITework, PAVING, AND UTILITY CONSTRUCTION

Carpenter, Rough	\$14.90
Laborer, Common	\$ 9.93
Laborer, Utility	\$ 9.50
Operator, Crane	\$11.50
Operator, Front-end-Loader (<2.5c.y.)	\$11.08
Operator, Motor Grader (Fine)	\$14.63
Pipelayer	\$ 9.30
Steelworker, Structural	\$13.11
Truck Driver, Single Axle, Light	\$10.51
Truck Driver, Tandem Axle or Semi	\$11.78

Any worker employed on this project shall be paid at the rate of one and a half (1-1/2) times the regular rate for every hour worked in excess of forth (40) hours per week.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction, As Modified by Northside Independent School District, Owner of the Project

Effective Date: April 10, 2023

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

« »
« »

THE OWNER:
(Name, legal status and address)

«Northside Independent School District »
«5900 Evers Road »
«San Antonio, Texas 78238 »
«Phone: 210-397-1200 »
«Fax: 210-257-1212 »

THE ARCHITECT:
(Name, legal status and address)

« »
« »
« »
« »
« »

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
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5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

NOTE: Any reference hereinafter appearing, to an “AIA™ Document” or any AIA Documents included in the Contract Documents shall refer to such document “as modified by Northside Independent School District, Owner for the Project”. In addition, any reference to AIA Documents shall all be considered to have included the Trademark designation (i.e. “™”) after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted only under an AIA license granted to the Northside Independent School District for this Project. No use may be made of this AIA document or the modifications herein other than as Contract Documents for this Project.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, these General Conditions of the Contract for Construction, Owner's Special Conditions, the Bid or Proposal Documents prepared by the Owner, the Bid or Proposal Response Submitted by the Contractor (but only to the extent they do not contradict or are inconsistent with other portions of the Contract Documents), Drawings, Specifications identified in the Contract, Addenda issued prior to execution of the Contract, other documents specifically listed and identified as Contract Documents in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) an Allowance Expenditure Authorization ("AEA"), as defined in Section 7.1.2. Unless specifically enumerated in the Agreement, the Contract Documents **do not** include: (1) Terms and Conditions or other written provisions provided by any person or entity other than the Owner and purported to be incorporated herein; and (2) Clarifications and Assumptions included in any GMP Proposal or GMP Amendment of a Construction Manager, which are inconsistent with or create ambiguity in the Contract Documents. Clarifications and Assumptions shall be limited solely to clarifying the scope of the Work. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations or incorporation by reference. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail. Any reference in the Specifications to codes, standard specifications, or manufacturer's instructions shall mean the latest printed edition of each in effect on the date that the Contactor last submitted its bid or proposal for the Work, unless the date of the item is specifically noted.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes prior negotiations, conversations, understandings, conditions, representations, or agreements, with reference to the subject matter hereof, whether written or oral, express or implied. After execution of the Agreement, the Contract may be amended or modified only by a written Modification executed by duly authorized representatives of both the Owner and the Contractor. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, including the transportation of materials and supplies to or from the site, competent supervision of the Work and the provision of insurance and payment of performance bonds in accordance with the Contract Documents. The Work shall include all things necessary, proper or incidental to carrying out and completing the work required in the Contract Documents and all other items of cost or value required to produce, construct and fully complete the public work identified by the Contract Documents. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Bid or Bidding

The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Calendar Day

A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.11 Working Day

Working days include all Calendar Days except, Saturdays, Sundays, and Board approved and recognized holidays. Any day on which the District is conducting standardized testing as well as the first day of school, shall **not** be considered a "working day". In the event that acceleration is required by the Owner, pursuant to § 3.10.4, Working Days shall include Saturdays, Sundays and Board recognized holidays, but shall not include standardized testing days. The Current Year's School Calendar will be provided to the Contractor by the Owner. Additional days excluded from this definition, based on the access requirements of the Project, may be specifically defined in the AIA Document A101-2017 or AIA Document A133 – 2009, as applicable.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

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

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

§ 1.2.4 Precedence Of The Contract Documents. The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as “1”.

- .1 Contract Modifications as defined in Section 1.1.1 signed by Contractor and Owner, including the AIA Document A133 – 2009, Exhibit A. GMP Amendment [Note: Terms and Conditions or other written provisions offered as Modifications by any person or entity other than the Owner and purported to be incorporated the Agreement as well as Clarifications and Assumptions included in any GMP Proposal or GMP Amendment of a Construction Manager that are inconsistent with or create ambiguity in the Contract Documents are void and not considered a valid modification];
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 Owner’s Special Conditions
- .4 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.
- .5 Specifications and Drawings.
- .6 AIA Document A101-2017 [or AIA Document A133 – 2009], as modified by the Owner for the Project.
- .7 Proposal Documents including the Contractor’s Bid or Proposal Form (to the extent such Proposal submitted by the Contractor is not inconsistent with other portions of the Contract Documents).

§ 1.2.5 Relation Of Specifications And Drawings.

§ 1.2.5.1 Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Specifications and Drawings, certain products, manufacturer’s trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.6 When the Work is governed by reference to standards, building codes, manufacturer’s instructions, or other documents, unless otherwise specified, the current edition adopted by the Authorities Having Jurisdiction over the Project (“AHJ”) as of the Agreement date shall apply.

§ 1.2.7 Requirements of the AHJ apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Specifications and Drawings, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may

not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing unless otherwise provided herein, to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement, by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents

§ 1.8 Building Information Models Use and Reliance [Paragraph Deleted].

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the Northside Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve change Orders for changes to the Work as provided in Board Policy CV(Local).

§ 2.1.2 The Owner may engage a third-party consultant or consultants, in addition to the Project Architect or Engineer to represent the Owner. The Owner will notify the Contractor of the identity of such consultant(s).

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

§ 2.1.4 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Specifications and other Contract Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work. Notwithstanding the foregoing, if funds are required in any budget year to be reallocated and non-appropriated the District will be permitted to terminate for convenience as provided in 14.4.

§ 2.2.2 [Paragraph Deleted.]

§ 2.2.3 [Paragraph Deleted.]

§ 2.2.4 [Paragraph Deleted.]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain a design professional lawfully licensed to practice architecture or engineering, as appropriate to the Project or Projects, or an entity consisting of design professionals lawfully practicing architecture or engineering, as appropriate to the Project or Projects, in the in the state of Texas. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Design Architect or Engineer terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect or Engineer.

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but the Owner shall have no duty to do so. The Contractor shall be responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the site of the Project. Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner to avoid damaging any utility lines, cables, pipes, or pipelines on the property during construction. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to such lines, cables, pipes, and pipelines. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 At the time of the award of the Contract, the Contractor will be furnished, free of charge, up to ten (10) complete sets of Specifications and Drawings. Additional sets of the Specifications and Drawings will be furnished to the Contractor at the request and expense of the Contractor, to be paid by the Contractor at the time of delivery of the Specifications and Drawings.

§ 2.3.7 Owner's personnel may, but are not required to be, present at the construction site during progress of the Work to observe and facilitate the Work, and to verify the Contractor's records of the number of workers employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.4 Owner's Right to Stop the Work

§ 2.4.1 If the Contractor fails to correct non-conforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder or due to the existence of a health or safety issue, the Owner, by a written order signed by an a District Designee specifically so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2. The Contractor shall not be entitled to any damages or increase in the Contract Sum due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect or Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for

the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. It is understood and agreed that the relationship of Contractor to Owner shall be that of an Independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status as described herein. The Contractor shall be authorized to do business in the state of Texas. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, or the Construction Manager-at-Risk or its authorized representative, as applicable to the Project.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4. Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any

Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Nothing in this section shall provide Contractor with an affirmative claim for damages, as such a claim is prohibited under this Contract.

§ 3.2.5 The Contractor stipulates and agrees that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Specifications and other Contract Documents and that the Owner makes no warranty as to the adequacy, completeness or accuracy of the Drawings, Specifications or other Construction Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Sum due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.7 The Contractor shall use the "Request For Information" (RFI) form required by the Contract Documents/Project Manual. The Contractor and Architect shall keep a log of all RFI's submitted by date and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall assign a Superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The Superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The

Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.* To the extent the trench excavations that exceed a depth of five (5) feet, shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item shown on the Schedule of Values and shall be based on linear feet of shoring used. Special shoring requirements shall also be a separate pay item, shown on the Schedule of Values, and shall be based on the square feet of shoring used.

§ 3.3.5 Contractor acknowledges that the Work may be performed in connection with an educational or support facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included the cost of such assumptions in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.6 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.7 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4 Labor and Materials

§ 3.4.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Gov't Code §2269.054. These Contract Documents shall not be construed to prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project. Texas Gov't Code §2269.0541. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law, and shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work.

In the event that the Work will be conducted at an existing District site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections. Contractor shall be subject to being back-charged for the amount of a non-judicious use or waste of utilities by the Contractor.

§ 3.4.1.1 Prevailing Wages

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.1.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

§ 3.4.2 Substitutions. Within thirty (30) days after execution of the Contract, the Owner and the Architect will consider any formal request made by the Contractor for the substitution of products in place of those specified in the Contract Documents, provided that the Instructions to Bidders' and/or Offerors for the Project specifically permitted the substitution or such requests for substitution. Requests for Substitutions submitted after thirty (30) days will not be considered unless the product has become impossible to obtain due to circumstances beyond the control of the Contractor. Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. By making requests for substitution pursuant to this Section 3.4.2, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute precut and determined that it is equal or superior in all respects to the project specified;
- .2 Represents that the Contractor will provide the same warranty for the substituted product as the Contractor would have provided for the specified product;
- .3 Certifies that the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- .4 Agrees to coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 Agrees to reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.2.1 Each request for substitution shall be submitted to the Architect with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence; and will include, complete documentation substantiating compliance of the proposed substitution with the Contract Documents, together with a detailed breakdown of the cost of the Project bid and the cost of the suggested substitution, which will include the cost of labor and materials, the contractor's overhead and profit allocable thereto.

§ 3.4.3 The Contractor shall provide adequate supervision at the jobsite and enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate

dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5 Criminal History Records Checks.

§ 3.4.5.1 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner stating that:

§ 3.4.5.1.1 The Contractor has complied with the requirements of Texas Education Code, Section 22.08341 and the procedures and requirements outlined in Administrative Regulation CJA(Local) adopted by the Board of Trustees national criminal history record information ("CHRI") required pursuant to Texas Education Code, Section 22.08341 on all of Contractor's employees, independent contractors, agents, or Subcontractors, and Contractor's Subcontractors of every tier (collectively "Employees") who will have continuing duties related to the Project and the opportunity for direct contact with students in connection with their performance of their continuing duties; or

§ 3.4.5.1.2 The Contractor has provided an original executed copy of Form 1. Exemption from Requirements of Texas Education Code, Section 22.08341, included in Administrative Regulation CJA(Local) that:

- .1 Neither the Contractor nor its Subcontractors of every tier, have any employees who will have continuing duties related to the Project and the opportunity for direct contact with students in connection with their performance of their continuing duties; or
- .2 The work of the Project does not involve the construction, alteration, or repair of an instructional facility; or
- .3 The work of the Project is construction of a new instructional facility, and all persons involved in the Work will be competed not later than the seventh day before the first date the facility will be used for instructional purposes; or
- .4 The work of the Project involves an existing instructional facility, but the public work area: (a) contains its own sanitary facilities; (b) the area is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and (c) the Contractor has adopted a policy prohibiting employees, including subcontracting entities and their employees, from interacting with students or entering areas used by students, has informed employees of the policy, and will enforce the policy at the area where the Work is being performed.

§ 3.4.5.2 If the Contractor, has complied with Administrative Regulation CJA(Local) and it is determined by the District's Representative that any of the Employees, during the preceding thirty (30) years, has been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History") the Contractor will exclude that person from assignment to the Project. The Contractor understands that they will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether any of the Employees must be excluded from the Project.

§ 3.4.5.3 Contractor understands and agrees that if CHRI is required to be obtained on any Employee Texas Education Code, Section 22.08341, and Contractor receives information during the course of the Project that an Employee on the Project is arrested or convicted for any of the Disqualifying Criminal History offenses described in Subparagraph 3.4.5.3 during the performance of the Work, Contractor will immediately remove the Employee (or cause the applicable subcontractor to remove the Employee from the District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's Warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranty provided in this Section 3.5.1 shall be referred to herein as the "Contractor's Warranty". The material, equipment, or other special warranties provided for herein and the Contractor's Warranty, shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

§ 3.5.2 Except when a longer warranty time is specifically called for in the Contract Documents or is otherwise provided by law, the Contractor's Warranty and all material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with this Section 3.5.2., as follows: Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, as otherwise provided in the Certificate of Substantial or Partial Completion, or if Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, on the later of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment ("Commencement Date").

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under Section 3.5 will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.7, as a condition precedent to Final Payment.

§ 3.5.4 The warranties provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranties shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work. In the event of failure of materials, products, or workmanship or discovery of products material or workmanship which does not conform to the requirements of the Contract Documents either during construction or during the warranty period, the Contractor shall take appropriate measures to ensure correction of the defective work or replacement of the defective materials, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten (10) days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

§ 3.5.5 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from

the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.6 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties, or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The Contractor Warranty provided in this Section 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a warranty commencement date noted as required, and in the form required by Subparagraph 3.5.3 shall be submitted to the Architect in the form required by Subparagraph 3.5.7, for delivery to the Owner, as a condition precedent to final payment.

§ 3.5.7 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (8) deliver warranties in the form described in this Subparagraph 3.5.7, to the Architect who will review same prior to submission to the Owner.

§ 3.5.8 Contractor shall provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to each warranty expiration date. Prior to expiration of the warranty period, Contractor shall accompany the Owner and Architect on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the reinspection. Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under this Section 3.5. If Contractor fails to provide notice of the warranty expiration as required by this Section 3.5.5 Contractor's warranty obligations described in this Section shall continue until the required inspection is conducted and any deficiencies found in the inspection corrected. Neither the Owner's nor the Architect's inspection or failure to inspect shall relieve the Contractor of any obligation hereunder.

§ 3.6 Taxes.

§ 3.6.1 Owner, as a tax-exempt organization, is not required to pay state sales tax. The materials to be used in the Work will be exempt from sales, excise and use tax as provided by the Texas Tax Code and applicable regulations. It is the intention of the Owner that the Contractor will be responsible for all sales and use taxes, if any, on materials and services provided to be provided by the Contractor, any subcontractor, or supplier in performance of this Contract regardless of whether the exemption can be claimed by the Contractor, its subcontractor or supplier.

§ 3.6.2 The Owner shall provide a copy of its exemption certificate evidencing exemption from such taxes upon Contractor's request, prior to commencement of the Work. It shall be the Contractor's responsibility to maintain and provide all other documentation to claim applicable exemptions.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall reimburse Contractor for the actual cost of the Building Permit, without mark-up as noted in the Owner's Special Conditions.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall fully comply with all applicable laws, statutes, ordinances, codes, rules, regulations, lawful orders and decrees of all public authorities applicable to performance of the Work, and when requested shall furnish evidence satisfactory to the Owner of such compliance, as noted in Owner's Special Conditions.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from or arising out of such Work by the Contractor, or based upon the actual or asserted violation by the Contractor of any laws, ordinances, rules, regulations, orders or decrees, applicable to such Work.

§ 3.7.4 Claims for Concealed or Unknown Conditions

§ 3.7.4.1 Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions.

§ 3.7.4.2 Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which were not known to the Contractor and which differ materially from those indicated in the Contract Documents, then the Contractor shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event later than three (3) working days after first observance of the conditions. The Architect will promptly investigate such conditions and report its findings to the Owner. Requests by the Contractor for an extension of the Contract Time due to the Contractor's discovery of concealed physical conditions which were not known to the Contractor, and which differ materially from those indicated in the Contract Documents, a formal Claim must be submitted to the Owner and the Architect in accordance with within twenty-one (21) calendar days after the discovery by the Contractor of such condition. If the Owner and Architect are not so notified within such twenty-one (21) calendar days' time frame, then the Contractor shall be responsible for any additional construction costs associated with the unexpected or unforeseeable condition at the Project Site. If the Owner and the Contractor cannot agree on an adjustment to the Contract Time, the adjustment shall be subject to mediation pursuant to Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Time arising from delays related to the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the

construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

§ 3.9 Superintendent

§ 3.9.1 Contractor will provide adequate administration and supervision of the Work. Unless otherwise required by a pre-proposal addendum, the Contractor shall employ, at a minimum, one half-time Project Manager to be responsible for performing the duties as required by the Owner's Special Conditions, one full-time Job Superintendent and assistants deemed necessary who shall be in attendance at the Project site during performance of the Work. The Project Manager and Job Superintendent shall be approved by the Owner and Architect and will be replaced by the Contractor upon reasonable request by the Owner. The Project Manager and Superintendent shall represent the Contractor, and communications given to the Project Manager and/or Superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Project Manager or Superintendent prior to Final Completion of the Work unless (1) the Project Manager or Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies; or (2) the Owner agrees to such replacement. Neither the Project Manager nor the Superintendent may be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 Contractor shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner.

- .1** The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.
- .2** Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

- 3 The Owner reserves the right to utilize one or more of its employees to function in any capacity on the jobsite.

§ 3.9.3 The Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as it obtains the information but in no event later than the beginning of that day. In such event of such absence, the Contractor will designate a person as acting superintendent and promptly notify the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information and approval, a Contractor's initial construction schedule for the Work. The initial schedule shall not exceed the time limits set forth in the Contract Documents and shall thereafter be updated on a monthly basis and submitted with each application for payment. The construction schedule shall be in a detailed precedence - style critical path method ("CPM") format satisfactory to the Owner and the Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.2 If no submittal schedule is provided in the Contract Documents, the Contractor, within thirty (30) days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. A shorter time for provision and approval of the submittal schedule may be designated in the Contract Documents and be applicable for smaller scope projects. The Contractor shall proceed at its own risk by performing any Work for which the Contract Documents require submittal review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.3 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a written Change Order. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 In the event the Owner or Architect determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to direct the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion

required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

- .1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.
- .2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.4 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 If required by Owner, Contractor shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's execution of the Contract or GMP Amendment, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 Upon request of the Owner, Contractor shall make available to the Owner, Architect, or their respective agents, for inspection and copying, at Contractor's offices during business hours and upon reasonable notice, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. The Contractor shall proceed at its own risk by performing Work for which the Contract Documents require submittal review of Shop Drawings, Project Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect, in writing, of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional (either a registered architect or professional engineer as provided below), related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and if required by the Architect or applicable law, by a licensed engineer. The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect or professional engineer, as applicable, must prepare drawings and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a professional engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

§ 3.13.2 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided however, that any such cutting, fitting, or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall, not less than two times each week, clean up by removing rubbish and waste, including old and surplus materials. On renovation projects, a complete site and building clean-up shall be accomplished each Friday leaving the site and building clean and orderly over the weekend. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials, and shall clean, sweep, mop, brush, vacuum and polish all ceramic, quarry and vinyl tile floors (vinyl floor tiles should not be waxed) and the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Clean all windows, inside and outside, clean all light fixtures, plumbing fixtures, and interior equipment, remove all non-permanent labels (excluding fire labels); wash and clean all paved and sidewalk areas and all landscaped areas. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall exercise reasonable care not to damage any Owner property or facility whether existing or new. Contractor shall be fully responsible for such damage and shall promptly notify Owner of any such damage and promptly repair or replace same to the Owner's satisfaction at no cost to the Owner.

§ 3.16 Access to Work

The Contractor shall provide the Owner's Representative and Architect with access to the Work in preparation and progress wherever located.

§ 3.16.1 Upon request of the Architect or Owner's Representative, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY DEFEND AND HOLD HARMLESS THE OWNER, THE ARCHITECT, ARCHITECT'S CONSULTANTS, AND THE RESPECTIVE AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE: (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) CAUSED IN WHOLE OR IN PART BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF AN INDEMNIFIED PARTY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY PROVIDING THIS INDEMNITY. WHERE THE NEGLIGENCE OF AN INDEMNIFIED PARTY IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED HOWEVER, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S

OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.5 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Architect pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18 such legal limitations are made a part of the necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.19 Representations And Warranties

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
- .4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
- .5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 [Paragraph Deleted.]

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Contractor shall reimburse the Owner for compensation paid to the Architect, or to Owner's or Architect's Consultants, for additional site visits and/or testing made necessary by the fault, neglect or at request of the Contractor.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the

accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare and make written recommendations to Owner regarding all Change Orders AEA's, and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect is specifically not authorized to approve changes involving major systems such as: Mechanical, Electrical and Plumbing (MEP) systems: roof: foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon completion of such observations and agreement by the Owner and architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10 for approval by the Owner.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 Upon written request of the Contractor, the Architect will issue its interpretation of the requirements of the Specifications and Drawings and provide a response to all parties in accordance with the Contract Documents. The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner following review.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Specifications and Drawings in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however,

such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect shall notify the Contractor in writing whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected to perform Work on the Project or to supply materials to the Project, without providing a written notification of its intent to the Owner and Architect. If neither the Owner nor Architect, make reasonable objection to such proposed substitution within ten (10) days following the receipt of such notice, the Contractor may proceed with the substitution. If the Owner or Architect provide notice of reasonable objection to the proposed substitution, the provisions of Subparagraph 5.2.1 shall apply to the proposed substitution.

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.2 The Contractor shall require any potential Subcontractor to disclose to the Contractor any business interest or familial relationship as those terms are defined by Chapter 176 of the Texas Local Gov't Code between the potential subcontractor and the Contractor, the Architect or the Owner. In addition, the potential Subcontractor shall be required by contract to report to Owner all such disclosures prior to entering into a contract and the Owner shall have the right, in its sole discretion, to reject any such potential Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 14 or abandonment of the Project by the Contractor; and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may in the Owner's sole discretion further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors or Consultants retained by the Owner or Architect on behalf of the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for its Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction, however, such responsibility shall be limited only to a claim for extension of the Contract Time, properly filed and granted in accordance with Section 8.3 of these General Conditions.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order (i.e. requiring a change in the GMP or Contract Sum) shall be based upon agreement among the Owner, Contractor, and Architect. Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An AEA shall be based upon an agreement between the Owner, Contractor and Architect, following review by the Architect and approval by the Owner's representative and designated by the Owner for payment from the Owner's Contingency and/or an Allowance. An AEA, may be funded in whole or in part from the Owner's Contingency. In the event sufficient funds do not remain in the Contingency, the Owner may in its sole discretion allow the additional changes to be funded by a change in the Contract Sum (or GMP, if applicable) which will require the execution of a Change Order. The Contractor will cooperate with the Owner to document the various portions of the change to be documented by AEA or Change Order. The source of payment will be at the sole discretion of the Owner. Further, the Owner shall have the absolute right to consolidate any Allowance into the Owner's Contingency in its sole discretion. The Architect shall have no authority to approve a Change Order or issue an order for any change in the Work, or expenditure of contingency funds to pay for a change in the Work, even if minor. All change Orders (including AEA's) must be approved by the Owner's designee in writing.

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

§ 7.1.4 On Change Orders, Construction Change Directives to the extent not paid from an Allowance or Contingency, the total Contractor mark-up for overhead and profit included in the total cost to the Owner and proposed in any Price Proposal, shall be based upon the following schedule:

- .1 For a General Contractor (procured through CSP) fifteen percent (15%) of the cost of the Work.

- .2 For the CMAR, for Work performed by the CMAR's own forces the difference between the CMAR's Fee Percentage and fifteen percent (15%) of the cost of the Work.
- .3 For the CMAR, for the Work performed by the CMAR's Subcontractors or those subcontractors' employees, five percent (5%) of the amount due the Subcontractors
- .4 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost of the Work.
- .5 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.2.4 or 7.3.4.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials extended and totaled.

§ 7.2 Change Orders

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

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

§ 7.2.2 Pricing Procedure for Change Order or Allowance Expenditure Authorization.

§ 7.2.2.1 Within ten (10) working days after the date that the Architect finds cause for additional work, the Architect shall submit a Proposal Request to the Contractor requesting pricing for the required work, including specific information, drawings and/or specifications related to the Work to be priced.

§ 7.2.2.2 Within ten (10) working days the Contractor shall provide a detailed labor and material breakdown of the proposed pricing for the Work specified in the Proposal Request ("Price Proposal"). Labor costs shall be broken down by man hours and include hourly rates and labor burden. Materials shall include all quantities, units and unit prices.

§ 7.2.2.3 A Price Proposal for a Change Order shall include charges for overhead and profit (subject to the limitations set out in Section 7.1.4).

§ 7.2.2.4 A Price Proposal for an AEA, indicated to be paid from Contingency or an established Allowance shall not include charges for overhead and profit in the Price Proposal, since these amounts have already been included in the Contingency or Allowance, a part of the Contract Sum or GMP.

§ 7.2.2.5 Within ten (10) working days after the Architect's receipt of the Contractor's Price Proposal, the Architect shall either forward the Price Proposal to the Owner's Representative with a recommendation for acceptance or return the Price Proposal to the Contractor with instructions describing further information needed or action required for acceptance. Contractor's subsequent response shall be provided to the Architect in no more than ten (10) working days from its receipt of the Architect's response.

§ 7.2.2.6 Upon receipt of the Contractor's Change Order Proposal signed by the Architect, the Owner's Representative will submit the Change Order to the required authority established by Board Policy CV(Local). Change orders, additions, or credits that total less than \$15,000 may be approved and signed by the Executive Director of Facilities Construction. Change orders that total \$15,000 or more, but less than \$50,000, may be approved and signed by the Assistant Superintendent for Facilities and Operations and/or the Deputy Superintendent for Business and Support Services. Change orders totaling \$50,000 or more, or that exceed the Contract Sum, may be approved only by Board action. If Board approval is required, the Change Order shall be submitted to the Board of Trustees for action at the next scheduled Board Meeting, to the extent reasonably possible. If a Proposal is returned to either the Architect or Contractor, for changes or other action by the Contractor, subsequent responses shall be due to the Owner's Representative within ten (10) working days.

§ 7.2.2.7 Once the Price Proposal is approved by either the Owner's Designate or Board, as required, the Owner's Designate will direct the Architect to issue a final AEA or Change Order incorporating the Price Proposal for execution by all parties.

§ 7.2.3 Acceptance of a disbursement from any Allowance fund, Contingency fund or acceptance of a Change Order

by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, and proposing an adjustment to the Contract Sum and/or Contract Time or both as it deems appropriate.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, the Contractor shall immediately proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the amount of, or method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time, not later than three (3) days after Contractor's receipt of the Construction Change Directive.

§ 7.3.3 If the Construction Change Directive proposes an adjustment to the Contract Sum and/or the Contract Time, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

§ 7.3.4 If a Construction Change Directive proposes payment from an established Contingency or Allowance the Construction Change Directive may be converted to an AEA and pricing shall be established by mutual agreement of the parties with no mark-up as provided in Section 7.2.2

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15. No payment will be made on the Change Directive pending agreement on pricing and conversion to a written Change Order or AEA.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect in writing, of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum, Guaranteed Maximum Price, if any or Contract Time. Such written notice shall be provided no later than three (3) Working Days after Contractor's receipt of the Construction Change Directive and shall be a condition precedent to assertion of any Claim related to adjustment of the Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be converted to a Change Order or an AEA.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 No time extension will be considered for delay in commencement during negotiation of a Construction Change Directive, and no payment will be made until a valid Change Order or AEA has been executed and no interim payment shall be made based on performance under a Construction Change Directive during negotiations.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order or AEA to memorialize the Agreement. Change Orders or AEAs may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price, as applicable, or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum, the Guaranteed Maximum Price, as applicable, or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum, the Guaranteed Maximum Price, as applicable, or Contract Time, the Contractor waives any adjustment to the Contract Sum, the Guaranteed Maximum Price, as applicable, or extension of the Contract Time. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work shall be the first Working Day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement or Guaranteed Maximum Price Amendment, as applicable, has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11. Contractor shall not be entitled to any delay days for any period between the Contractor's receipt of the Notice of Award and the Contractor's receipt of the Notice to Proceed. The Contractor must anticipate that the Contractor may not receive the Notice to Proceed until 60 to 120 days after the Contractor's receipt of the Notice of Award. This is a period for Owner's convenience and may not be required in all cases. It is most often associated with any delay which might occur in receipt of a building permit from the local authority having jurisdiction.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and the Owner in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

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

§ 8.2 Progress and Completion

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

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

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

§ 8.2.4 Liquidated Damages

§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be

entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.5 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.6 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Except as provided for in this Section 8.3.1, the Owner shall not be liable to the Contractor for damages due to the delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, because of changes ordered in the Work or because of strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, unusual inclement weather, or other causes beyond the Contractor's control which constitute a justifiable delay, the Contract Time may be extended, as the Contractor's sole and exclusive remedy for such delay. Extended general conditions (or any other amounts) will not be considered or paid for extensions of time. The cost of performance bonds and payment bonds, whether procured by the Contractor or any subcontractor, is included in neither the Contractor's overhead and profit, nor the General Conditions.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 15.1.6.

§ 8.3.3 This Agreement does not permit recovery of damages for delay by the Contractor for any delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement or Guaranteed Maximum Price Amendment, as applicable, and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, shall be and are included in the Contract Sum. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 **Draft Submission.** At least seven (7) calendar days before the date established for the Project Meeting when the Contractor's Application For Payment is set for review, the Contractor shall submit to the Architect a draft of its itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The submitted draft shall be supported by such data substantiating the Contractor's right to payment as is required by the Owner, the Architect or the Contract Documents, including but not limited to copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment and Continuation Sheet.

§ 9.3.1.1. Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Change Order or AEA and performed or delivered during the period represented by the Application for Payment. Applications for Payment including requests for payment under a Change Order or AEA shall include copies of the approved Change Orders and AEA's on which payment is requested.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved by the Owner, in advance and in writing, payment may be authorized for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Contractor. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. As a condition precedent to the grant of consent for payment for off-site stored material or equipment, Contractor must comply with the following procedures and requirements:

- .1 Contractor must submit an affidavit identifying material and equipment, providing photographic evidence of material and equipment, and acknowledging responsibility for the material and equipment.
- .2 With each monthly request for payment, Contractor must submit a report to the Architect and Owner listing the material and equipment already paid for and still stored off site, including photographic evidence of same.
- .3 Upon request of Architect or Owner, provide warehouse and photographic records, receipts and invoices to verify quantities and their disposition.
- .4 Material and equipment must be stored in a bonded warehouse in Bexar County
- .5 Material and equipment must be stored in accordance with manufacturer's instructions, including proper temperature and humidity controls.
- .6 Material and equipment must be physically separated and marked for the Project.
- .7 Material and equipment must be inspected at the warehouse by the Architect or Owner who must be satisfied with the security, control, maintenance and preservation measures. Architect and Owner may inspect the material and equipment at any time during normal warehouse hours.
- .8 Contractor must, at no cost to the Owner, provide insurance coverage adequate not only to cover material and equipment while in storage, but also in transit from the off-site storage warehouse to the Project site. Upon request, provide documentation of such coverage.
- .9 The Owner reserves the right to reject material and equipment which do not meet Contract requirements regardless of any payment previously made.
- .10 In the event of termination of the Contract or default by the Contractor, the material and equipment stored off site must be immediately turned over to the Owner by delivery to the Project site or other location determined by the Owner.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 At the Project Meeting at which the Contractor's Application For Payment is set for review the Contractor shall provide three (3) original of the Application for Payment with any changes required by the Architect at the prior meeting, incorporated therein. The submitted Applications for Payment shall be complete and notarized, and supported by such data substantiating the Contractor's right to payment as is required by the Owner, the Architect and the Contract Documents, including but not limited to copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage held by the Owner. During the meeting, the Architect, Owner and Contractor shall review the submitted Application for Payment, along with the required documentation, updated schedule, affidavit of bills paid and releases of lien. If all is found to be in order, the Architect shall certify all or the acceptable portion of the original and copies of the Contractor's Application for Payment and hand deliver them to the Owner's Project Manager at the conclusion of the meeting. Following the Project Meeting, the Owner's Project Manager shall deliver the original of the Contractor's Application for Payment to the Facilities and Operation Office in-house accounting department for processing. Should any part of the Application For Payment or other submissions, be found to contain errors or require further amendment, or the Architect, for one of the reasons outlined in Section 9.5 withholds certification of all or part of an Application for Payment, the Application For Payment will be returned to the Contractor at the conclusion of the meeting, and it shall be the Contractor's responsibility to remedy any defects that prevented certification and deliver the corrected documents to the Architect for review and certification.

§ 9.3.5 Timeline for Submission and Payment. Provided that the Contractor's Application for Payment is reviewed in accordance with Section 9.3.4, payment is certified by the Architect, and the Contractor's Application for Payment is delivered to the District's in-house accounting personnel for processing no later than the last Wednesday of the month, the Owner shall make payment to the Contractor not later than fifteen (15) days after receipt by the District's in-house accounting personnel. If a Contractor's Application for Payment, certified by the Architect is received by the Owner's in-house accounting department after the last Wednesday of the month, payment shall be made by the Owner not later than the fourth Friday of the following month after receipt of the properly certified Contractor's Application for Payment.

§ 9.3.6 Except as otherwise agreed in writing, executed by the Owner and Contractor prior to delivery of material and equipment, the Contractor is not entitled to payment for material and equipment delivered and stored on site or off site. The Owner may, in the Owner's sole discretion, agree to make payment for materials stored on site or off site and may, as a condition precedent to the grant of such consent, establish reasonable procedures and requirements (including provision of additional insurance at Contractor's sole expense) with which Contractor must comply

§ 9.3.7 In each Request for Payment, Contractor shall provide a completed and executed AIA Document G706A™-1994, Contractor's Affidavit of Release of Liens, certifying that there are no known mechanics' or materialmens' liens outstanding at the date of the requisition, and an AIA Document G706™-1994, Contractor's Affidavit of Payment of Debts and Claims, certifying that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, using the procedure outlined in Section 9.3 (and subsections) above, , either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the

Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
- .9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;
- .10 evidence of financial inability to perform the Contract fully;
- .11 failure to submit record documents required by the Contract; or
- .12 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect of any disputed amounts. Owner shall notify Contractor within twenty-one (21) days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 *et. seq.*, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all undisputed bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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

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

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 [Paragraph Deleted.]

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents, the amount certified by the Architect and approved by the Owner, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner will review the list prepared by the Contractor. If such list is found acceptable the Owner and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

- .1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.
- .2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. The payment shall be sufficient to increase the total payments to 95 percent of the Contract Sum, less amounts as the Architect shall determine for all incomplete Work and unsettled claims.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

to by the insurer, in writing, and authorized by public authorities having jurisdiction over the Project. Such consent shall be obtained by the Contractor and provided to the Owner, unless the Contractor is not in privity with the insurer. If the Owner is the party holding the insurance at the time of occupancy it shall be responsible for obtaining such consent. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed, and the Contractor is ready for a final inspection the Contractor shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project has been completed in accordance with the Contract Documents and that the Contractor is entitled to the remainder of the unpaid Contract Sum, less any amount withheld pursuant to this Contract. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 The Contractor shall not be entitled to final payment or any remaining retained percentage unless and until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible have been paid or otherwise satisfied, (2) evidence satisfactory to the Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties relating to materials, equipment and labor used in the Work or specific Subcontractor warranties, and (6) except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees; (7) In addition, the following items must be completed and delivered to the Owner before Final Payment will be due:

- .1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;
- .2 Final list of subcontractors (AIA Document G705);
- .3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: <https://tea.texas.gov>
- .4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .5 Maintenance and Instruction Manuals;
- .6 Owner's Certificate of Final Completion; and

- .7 “As-constructed record drawings”. At the completion of the Project, the Contractor shall submit one complete set of “as-constructed” record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepi, or other acceptable medium, in the discretion of the Owner. The “as-constructed” record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes
- .8 Any other close-out deliverables required by the Owner’s Special Conditions.

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect’s execution of a final Certificate for Payment, including certifications that all close out deliverables required by Section 9.10.2 have been delivered by the Contractor and all conditions precedent to Final Payment required by the Contract Documents satisfied. The Final Payment shall not constitute a waiver of any claims by the Owner.

§ 9.10.4 [Paragraph Deleted.]

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

§ 9.11 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

- .1 Contractor’s employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled stance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.
- .2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.
- .3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor’s employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee is in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.
- .4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).
- .5 Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.
- .6 THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR’S FORCES’ NON-COMPLIANCE WITH OWNER’S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR’S FORCES’ NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR’S OR CONTRACTOR’S FORCES’ NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 CONTRACTOR SHALL HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER, OWNER'S CONSULTANT'S, OR ARCHITECT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OWNER'S CONSULTANTS OR ARCHITECT. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents

shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 [Paragraph Deleted.]

§ 10.3.4 [Paragraph Deleted.]

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 [Paragraph Deleted.]

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance

§ 11.1.1 Prior to performing work under this Agreement, the Contractor shall purchase and thereafter maintain in force and effect, insurance of the kinds and with indemnification limits not less than the amounts indicated below, to protect Owner and the Contractor from property and casualty damage to the Project Site and any approved temporary storage location, claims arising out of negligent or intentional acts or omissions of the Contractor its subcontractors, or anyone directly or indirectly employed or controlled by any of them (hereinafter collectively referred to as "Contractor") in performing the Work of this Agreement.

§ 11.1.1.1 **Employer's Liability Insurance.** Contractor shall purchase and maintain Employer's Liability insurance with policy limits not less than:

- .1 One Million Dollars (\$1,000 000) each accident
- .2 One Million Dollars (\$1,000,000) each employee
- .3 One Million Dollars (\$1,000 000) policy limit.

§ 11.1.1.2 Commercial General Liability Insurance. Contract shall purchase and maintain Commercial General Liability insurance providing coverage for claims including:

- .a damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .b personal and advertising injury;
- .c damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .d bodily injury or property damage arising out of completed operations; and
- .e the Contractor's indemnity obligations under Section 3.18.

§ 11.1.1.2.1 The Commercial General Liability insurance shall have policy limits of not less than:

- .a One Million Dollars (\$1,000,000) each occurrence;
- .b Two Million Dollars (\$2,000,000) general aggregate (for which a Designated Construction Project General Aggregate Limit shall be provided);
- .c One Million Dollars (\$1,000,000) each person for personal and advertising injury;
- .d One Million Dollars (\$1,000,000) each occurrence for Products and Completed Operations;
- .e Two Million Dollars (\$2,000,000) Products and Completed Operations General Aggregate (for products complete operations hazard [for one (1) year, commencing with issuance of final Certificate for Payment).
- .f One Million Dollars (\$1,000,000) for independent contractors property damage each occurrence;
- .g Two Million Dollars (\$2,000,000) for contractual liability property damage aggregate.

§ 11.1.1.2.2 The Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.____

§ 11.1.1.3 Automobile Liability Insurance. Contractor shall purchase and maintain Automobile Liability for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage, covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor with the following policy limits not less than:

- .1 One Million Dollars (\$1,000,000) combined single limit
- .2 One Million Dollars (\$1,000,000) per accident

§ 11.1.1.4 Umbrella or Excess Insurance. Contractor shall purchase and maintain Umbrella or Excess Insurance in the amount of Five Million Dollars (\$5,000,000) each occurrence/aggregate

§ 11.1.1.5 Builder's Risk Insurance. Contractor shall purchase and maintain Builder's Risk Insurance on an "All Risk" completed value form sufficient to cover the total value of the entire Project Site plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others, on a replacement costs basis. If

Contractor is a Construction Manager at Risk, then the amount of Builder's Risk insurance coverage shall be an amount equal to the Guaranteed Maximum Price. Such policy shall include an endorsement allowing occupancy of the Project, in part or whole, by the Owner prior to final completion of construction. The coverage, if not included in the base "All Risk" coverage shall:

- .1 name the Owner as the Loss Payee on the policy;
- .2 provide coverage for direct physical loss or damage resulting from all perils, and shall not exclude the risks of fire, lightning, explosion, theft, vandalism, malicious mischief, collapse, earthquake, hurricane, flood, or windstorm
- .3 provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials,
- .4 provide protection on a full replacement cost basis for boiler and machinery equipment during installation, during testing, and until acceptance by Owner,
- .5 cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements,
- .6 cover reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses,
- .7 provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup,
- .8 include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds, including but not limited to protection of the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.
- .9 provide coverage for Employee Theft or Dishonesty, including Third Parties, and if not provided by the base coverage, the Contractor shall obtain separate coverage sufficient to protect Owner's interest, and in an amount agreeable to Owner.
- .10 provide coverage for loss of use of Owner's property or the inability of Owner to conduct normal operations due to fire or other causes of loss.
- .11 provide coverage for direct physical loss or damage resulting from all perils, and shall not exclude the risks of fire, lightning, explosion, theft, vandalism, malicious mischief, collapse, earthquake, hurricane, flood, or windstorm at approved temporary off site storage locations and while in transit as referenced in Owner's Special Conditions Attachment P.

Unless the requirement for the Contractor maintain Builder's Risk insurance is released by the Owner, in writing, coverage shall be maintained by the Contractor until Final Payment is made to the Contractor or expiration of the period for correction of the Work set forth in Section 12.2 whichever is later.

If the Contractor is unable to purchase and maintain the Builder's Risk insurance required herein, the Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may at its sole option, obtain insurance that will protect the interests of the Owner in the Work. In the event the Contractor fails to procure or maintain coverage, the Contractor waives all rights against the Owner to the extent the loss to the Contractor would have been covered by the insurance required to be provided. If the Contractor does not provide written notice, and the Owner is damaged by the Contractor's failure or neglect to purchase or maintain the required Builder's Risk insurance, the Contractor shall reimburse the Owner for all reasonable costs and damages attributable thereto.

Builder's Risk Deductible. For any claim made against the builder's risk insurance, the deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500) for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed Five Thousand Dollars (\$5,000). Contractor shall be responsible for losses within such deductible amounts.

Partial Occupancy. Unless the requirement for the Contractor maintain Builder's Risk insurance is released by the Owner, in writing, coverage shall be maintained by the Contractor until Final Payment is made to the Contractor or expiration of the period for correction of the Work set forth in Section 12.2 whichever is later. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the Builder's Risk Policy or Policies have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in

writing.

§ 11.1.1.6 Professional Liability Insurance for Construction Manager-At-Risk.

In addition to the coverage and limits provided above, if these General Conditions are incorporated into the AIA Document A133™–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, the Construction Manager shall also purchase and maintain Professional Liability Insurance covering negligent acts, errors and omissions in the performance of professional services during the pre-construction phase, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 11.1.1.7 Worker's Compensation Insurance. Contractor shall purchase and maintain statutorily required worker's compensation coverage, including all liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required, and no "alternative" form of insurance shall be permitted. The worker's compensation insurance shall include a Waiver of Subrogation Endorsement.

§ 11.1.2 Form of Insurance.

All insurance required herein shall be in a form approved by the Owner, shall be purchased from an insurance company or companies that permit waivers of subrogation, is lawfully authorized to issue insurance in the State of Texas and shall be underwritten by a company rated A-VIII or better as published in the A.M. Best's Key Rating Guide. All insurance shall be written on an occurrence basis, if available.

§ 11.1.3 Evidence of Insurance. Satisfactory evidence of insurance required by this Article, including a Certificate of Insurance and copies of all required, endorsements, shall be provided to Owner prior to execution of the Contract. In addition to the evidence initially required by this Section, the Contractor shall furnish to Owner upon request copies of the full policies, and endorsements at any time during the applicable statutory period of repose set out in TEX. CIV. PRAC. REM CODE §§ 16.008. If the Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, and not replaced, such failure shall be treated as an event of default under this Agreement. The Contractor shall also furnish Owner all subsequent insurance amendments, renewals, notices, cancellations and endorsements, at the same time they are provided to Contractor.

§ 11.1.3 Required Endorsements

§ 11.1.3.1 - Primary and Non-Contributory. All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, Trustees, employees, representatives and agents and shall seek no contribution from any insurance available to Owner.

§ 11.1.3.2 Waiver of Subrogation. All insurance required herein shall include an endorsement providing a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation in favor of Owner on all claims arising out of the Project, by endorsement or otherwise.

§ 11.1.3.3 Additional Insured and Loss Payee.

- .1 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage, automobile liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance, 11 to include (1) the Owner as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 0
- .2 The Owner shall be named as Loss Payee under the Builder's Risk property insurance. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to bind the additional coverage.

§ 11.1.3.4 A copy of all endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

§ 11.1.4 Notice of Reduction, Restriction Cancellation or Expiration.

§ 11.1.4.1 **Reduction, Restriction Cancellation** Within three (3) Working Days of the date the Contractor becomes aware of a reduction, or restriction, an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such reduction, restriction, impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse, reduction, or restriction in coverage has been cured by the procurement of replacement coverage by the Contractor.

§ 11.1.4.2 **Expiration** At least 20 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice of the impending expiration date and prior to cancellation shall provide replacement coverage of the required insurance. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor; and (2) the Contractor waives all rights against the Owner, its Trustees, agents and employees to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 11.1.5 **Statutory Workmen's Compensation Notice.** The following statutory language is required by 28 TAC Rule §(a)(7) in connection with the Workmen's Compensation Insurance required herein.

§ 11.1.5.1 **Definitions:**

- .1 **Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 **Duration of the Project.** Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
- .3 **Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ 11.1.5.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

§ 11.1.5.3 The Contractor must provide a certificate of coverage to the Owner prior to execution of the Contract.

§ 11.1.5.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 11.1.5.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner, upon request:

- .1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- .2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 11.1.5.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

§ 11.1.5.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 11.1.5.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 11.1.5.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

- .1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
- .2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- .3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
- .6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.1.5.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.1.5.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 11.2 Owner's Insurance. [Paragraph and all Sub Paragraphs Deleted].

§ 11.3 Waivers of Subrogation [Paragraphs Deleted].

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance [Paragraph Deleted].

§11.5 Adjustment and Settlement of Insured Loss [Paragraph and all Sub Paragraphs Deleted].

§ 11.6. Performance and Payment Bonds

§ 11.6.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum

§ 11.6.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.6.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Government Code.

§ 11.6.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.6.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.6.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.6.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

§ 11.6.8 By inclusion of this Section 11.6.8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request, to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination. If the Work is not in accordance with the Contract Documents, the Contractor shall, at its sole expense, pay the costs of uncovering the Work, the cost to correct the Work so that it is in accordance with the Contract Documents and the costs to re-cover the Work.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor may be entitled to an equitable adjustment to the Contract Time if a timely Claim is filed under Article 15. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. In such event, no claim for an adjustment of the Contract Sum and Contract Time shall be permitted.

§ 12.2 Correction of Work. Nothing contained in this Article 12 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied. When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 12.2.1 Before Substantial Completion

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.2 Prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to assure that the improvements operations and performance of all aspects of the completed Work are performing in accordance with the Contract Documents and no defects have arisen which require correction.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner (or if prior to Final Completion, the Architect). to do so, unless the Owner has previously given the Contractor a written acceptance of such specific condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it at Contractor's sole cost including compensation for the Architect's services and expenses made necessary thereby in accordance with Section 2.5, or at Owner's election, make demand for pre-suit mediation in accordance with Article 15.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, and/or Sections 2.5 and 3.5, but only as to the corrected Work.

§ 12.2.2.4 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the

proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are destroyed or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or by defects in the Work.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.6 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacity). The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 If Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum may be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.2.8 **Emergency Repairs.** The Owner may make emergency repairs to the Work or take such other measures reasonably necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand. Emergency repairs for purposes of this Paragraph means repairs which are necessary, as a result of the happening of an unexpected event, to protect, maintain, or repair the any aspect of the Project or the facilities included in the Project and pose immediate threat of damage or injury to persons or property or immediate threats of violations of law or impairment of the District's ability to conduct instructional programing on the site.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the place where the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract in whole or in part, without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.3.3 There are no third-party beneficiaries to this agreement.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. The Owner will contract, independently of the Contractor, for inspection services; including, but not limited to the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner, in accordance with Texas Government Code Chapter 2269. The Contractor shall give timely written notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner shall provide or contract for such additional testing, inspection, or approval. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including, but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with a copy to the Owner.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-

first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Severability. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.7 Contractor's Records

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for a least twelve (12) years, after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying, and auditing by the Owner, Architect, or other respective representatives, at Owner's central office.

§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.7.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps, and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for property financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 13.7.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing, that Owner has obtained a copy of all as-built drawings.

§ 13.7.5 In the event that an audit conducted by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 Equal Opportunity Employment

§ 13.8.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.8.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.9 Public Information Act and Open Meetings Act.

§ 13.9.1 General. The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, *et seq.*, and the Texas Open Meetings Act, Texas Government Code, Section 551.001. *et seq.*

§ 13.9.2 Subsection J and Contracting Information. The requirements of *Subchapter J, Chapter 552, Government Code* ("Subchapter J"), which applies to any entity that executes a contract with a governmental body but which is not itself a governmental body, and the contract is for the amount of at least \$1 million for the purchase of goods or services by the governmental body, or results in the expenditure by the governmental body of at least \$1,000,000 for goods and services during its fiscal year. If Subchapter J, applies to this Contract or the Owner's Agreement

with the Architect, and the Owner receives a written request for contracting information related to this Contract, which is in the custody or possession of the Contractor or Architect, as applicable, and is not maintained by the Owner, the Contractor and/or Architect will be required, upon request of the Owner to timely provide the information contracting information related to this Contract to the Owner, in accordance with the requirements of Subchapter J.

§ 13.9.2.1 Contracting Information, as defined by Section 552.003(7) of the Texas Government Code, in the custody or possession of the Contractor is public and must be released unless excepted from disclosure by one or more exceptions listed in Chapter 552 of the Government Code.

§ 13.9.2.2 If Subchapter J is applicable to this Contractor Contract or the Architect Agreement, the Contractor or Architect shall:

- .1 preserve all Contracting Information related to the Contractor Contract or the Architect Agreement, as applicable, as provided by the records retention requirements applicable to the Owner for the duration of the contract;
- .2 promptly provide to the Owner any Contracting Information related to the Contractor Contract or the Architect Agreement, as applicable, that is in the custody or possession of the Contractor or Architect, as applicable, on request of the governmental body; and
- .3 on completion of the Contractor Contract or the Architect Agreement, as applicable, either:
 - (A) provide at no cost to the Owner all Contracting Information related to the Contractor Contract or the Architect Agreement, as applicable, that is in the custody or possession of the Contractor or Architect, as applicable; or
 - (B) preserve the Contracting Information related to the Contractor or Architect, as applicable as provided by the records retention requirements applicable to the Owner.

§ 13.9.2.3 The Contractor and Architect understand and agree that the Contractor Contract or the Architect Agreement, as applicable, can be terminated if the Contractor or Architect knowingly or intentionally fails to comply with a requirement of Subchapter J. If either the Contractor Contract or the Architect Agreement, as applicable, is terminated under the Subchapter, the Owner's ability to enter into a future contract with the Contractor may also be impaired

§ 13.9.3 Some of the information Contractor or Architect may provide in connection with this Contract, the Architect's Agreement, or information contained in the Contract Documents may be eligible for exemption from disclosure under the Act; however, the Contractor or Architect, will need to take actions prior to execution of the Contract in order to assure that Contractor's or Architects' right to assert an exemption is preserved. The Contractor and Architect acknowledge that they have each been encouraged to consult their respective legal counsel to assure that any necessary steps required are taken to preserve its rights.

§ 13.10 Contractor will use Owner's electronic Project/Construction Management Software for documentation, tracking and processing. Such use shall be at no cost to the Contractor and Owner will provide license to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, Work under direct or indirect contract with the Contractor, for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents
- .4 [Subsection Deleted.]

§ 14.1.2 If, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- .5 repeatedly fails to comply with deadlines or timelines for resolution of construction defects or to respond to Owner's request for Extraordinary Measures to be used to recover schedule delays as provided in Section 3.10.4;
- .6 becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner
- .7 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .8 engages in serious or repeated worker misconduct in violation of Article 3.3.2;
- .9 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies;
- .10 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents; or
- .11 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project) then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner, shall be certified by the Architect, upon application. This obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum, Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual written agreement, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed prior to the date of termination

14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, within the period specified by applicable law

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.3.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Time shall be adjusted in accordance with the Owner's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 No increase in the Contract Time will be allowed except as expressly provided in Paragraph 8.3 above. If the Contractor wishes to make a Claim for an increase in the Contract Time, notice shall be given in writing and delivered on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) occurred must be stated in the claim. The Contractor's Claim shall include an estimate of the probable delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Weather Delay.

§ 15.1.6.2.1 The Contractor shall bear the entire economic risk of anticipated weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions and for purposes of estimating the anticipated weather delays that will be recognized by the Owner, the Contractor shall utilize the Weather Data Sheet for San Antonio, Texas attached as **Attachment "O"** in the Project Manual for the Project. Attachment "O" sets out the Average Rainfall data and Average Rain days that the Owner will consider to be "anticipated" for purposes of rain delay claims. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year.

§ 15.1.6.2.2 The Contractor may be entitled to an extension of the Contract Time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site (including rain), that is: (1) in excess of that normally experienced at the job site established by Attachment "O" data; (2) is experienced on a contract work day, where work on the Project is substantially affected by the unusual inclement weather (including rain) or muddy conditions so as to materially affect the critical path of the project; (3) for a rain event, a minimum of

0.20 inches of rain is measured and documented at the site on the day of the rain event, by an Owner-recognized gauging device provided by the Contractor. Substantiating data establishing these factors and conditions must be included in any claim for additional time

§ 15.1.6.3 Strikes/Lockouts or Other Actions Outside the Control of Contractor. Any claim for extension of time for strikes or lockouts shall be supported by a statement of facts concerning the strike, including the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and the efforts of the Contractor to minimize the impact of the strike upon progress of the Work.

§ 15.1.6.3 Transportation Delay. Any claim for extension of time for delays in transportation shall be supported by a statement of facts demonstrating that the delays are beyond the Contractor's control, and reciting the Contractor's efforts to overcome such delays

§ 15.1.7 Calculating Claims For Damages

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

- .1 No indirect or consequential damages will be allowed.
- .2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- .4 No damages will be allowed for home office overhead or other home office changes or any Eichlay formula calculation.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to litigation without a decision having been rendered by the Initial Decision Maker. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) issue an initial recommendation (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. .

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished.

§ 15.2.5 [Paragraph Deleted.]

§ 15.2.6 [Paragraph Deleted.]

§ 15.2.6.1 [Paragraph Deleted.]

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 **Waiver Of Lien.** It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 **Mediation** [This Section 15.3. including all subparagraphs and sub-subparagraphs are intentionally deleted.]

§ 15.4 **Arbitration** [This Section 15.4. including all subparagraphs and sub-subparagraphs are intentionally deleted.]

§ 15.5 **Immunity**

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

These General Conditions are incorporated into and are deemed entered into on the same date as the AIA™ Document A101-2017 *Standard Agreement between Owner and Contractor* executed between the Parties.



**Northside Independent
School District
San Antonio, Texas**

Department of Facilities and Operations

Owner's Special Conditions

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INTRODUCTION

The Owner's Special Conditions have been developed by Northside Independent School District, Department of Facilities and Operations (Owner), to assist the Contractor with procedures during the construction and close-out of this project. For the purpose of brevity, the term "Contractor" as used in these Owner's Special Conditions shall refer to The General Contractor or Construction Manager at Risk as applicable to the particular project. Depending upon the specific type of project (addition, renovation, new school, mechanical work, roof replacement, etc.) certain sections or paragraphs may not be applicable. In general, this manual attempts to provide helpful administrative information specific to Northside ISD, (e.g. defining an agenda and format for the Pre-Construction Conference etc.) and to supplement many of the contractual requirements. No part of this Manual shall take precedence over or supplant the requirements set forth in the AIA Document A201-2017 General Conditions of The Contract for Construction, as modified by Northside Independent School District, Owner for the Project, unless specifically stated. In the event of any conflict the Contract Documents will take precedence. A thorough review of these Owner's Special Conditions will provide important information on topics essential to the orderly management of the construction project and an understanding of the relationships of all team members. Adherence to the procedures outlined herein intended to improve the flow of information.

Throughout the span of the Project, the Owner encourages suggestions from team members for ways to decrease time, improve quality or reduce costs. All suggestions may not be accepted but are always welcome. Acceptance of proposed changes shall be at the sole discretion of the Owner.

CHAPTER 1: PROJECT RESPONSIBILITIES

1.1 Team Concept

The Owner solicits the cooperation of the Architect, Engineer, Consultants and Contractor as team members to work under a Team Concept toward a successful project, but not limited to:

1.2 Owner's Responsibility

The Owner's responsibilities are defined in the AIA Document A201-2017 General Conditions of the Contract for Construction as amended by the Owner ("General Conditions") and as applicable to the Project, the AIA Document A101-2017, standard Form of Agreement Between Owner and Contractor, as amended by the Owner, or the AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager at Risk, as amended by the Owner ("Contract"). The Owner has assigned the following team members to the project with general duties as indicated.

<p>DIRECTOR OF FACILITIES CONSTRUCTION/ DIRECTOR OF ENGINEERING SERVICES</p>	<ul style="list-style-type: none"> • Manages Owner's Project staff • Liaison with existing school personnel • Liaison with other NISD team members • Reviews all payment applications and makes recommendation for payment, • Reviews all Change Orders, including Allowance Expenditure Authorizations & Change Directives and makes recommendation for approval • Assists in resolving disputes
<p>OWNER'S PROJECT MANAGER</p>	<ul style="list-style-type: none"> • Observes construction • Liaison with existing school personnel • Liaison with other NISD team members • Reviews submittals • Reviews all payment applications and makes recommendation for payment • Schedules and attends project meetings • Attends substantial completion and final inspections. • Reviews all including Contingency Allowance Expenditure Authorizations & Change Directives and makes recommendation for approval • Works with Consultant on document interpretations or clarifications • Liaison with agency representatives • Submits warranty requests through Consultant to the Contractor • Reviews mock-ups of various materials and systems
<p>OWNER'S CONSTRUCTION OBSERVERS</p>	<ul style="list-style-type: none"> • Observe all phases of construction • Reviews mock-ups of various materials and systems • Attend project meetings when necessary • May review submittals • Attend all above-ceiling, substantial completion and final inspections. • Conduct Pre-Installation Meetings. • Collect manpower counts when required.

1.3 Consultant's Responsibility

The Consultant's responsibilities are defined by the General Conditions, and its Contract with the Owner. The Consultant's General areas of responsibility include, but are not limited to:

- Interpretation and clarification of the Contract Documents
- Observation of construction
- Reporting of defective or deficient work
- Review of submittals
- Review of Contractor's applications for payment and time extension requests
- Review and processing of Proposal Requests, Construction Change Directives, Allowance Expenditure Authorizations, and Change Orders
- Review of the work at Substantial Completion and Final Inspection.
- Warranty Period

The Consultant is also responsible for employing various Consultants for appropriate phases of the work such as civil, mechanical, plumbing, electrical, technology and others as agreed in the Contract Documents.

1.4 Contractor's Responsibility

The Contractor's Construction Phase responsibilities are defined by the General Conditions, these Special Conditions, and Contract. This includes coordinating, scheduling and expediting the work for completion within the agreed upon schedule. General areas of responsibility include, but are not limited to:

- Management and coordination of all subcontractors
- Responsibility for all acts of all construction workers
- Protecting the Owner's interests
- Protection of students, Owner's Staff, people and property
- Maintaining an orderly, clean and safe construction site
- Coordination of trades and testing laboratories
- Notification or Consultant and Owner upon discovery of any questionable, conditions, designs, materials, details, or procedures
- Coordination with school principal to ensure student and staff safety
- Keeping the Consultant and Owner informed through reports and meetings
- Quality Control of all construction
- Compliance with all applicable codes and regulations
- Scheduling timely concealed space observations by Consultant, Owner and Governing Agencies
- Prompt correction of all warranty items
- Safety and Security

1.5 School Personnel

1.5.1 Authority. Many of the Owner's projects involve school personnel such as the principal of the school under (or affected by) the Construction. The Owner will designate appropriate school staff for contact/coordination purposes at the start of the Project. Designated school staff members are made available for coordination between the construction work and school activities during and after normal school hours. School staff have **no authority** in connection construction or design decisions with and shall not be contacted for information regarding scope or interpretation of the Contract Documents, changes in the work, or other duties reserved for the Consultant or other Owner personnel previously designated. The Contractor is not authorized to make any

changes in the work requested by school personnel unless it is an emergency affecting the immediate safety of students, school personnel, other persons or property.

1.5.2 Project Site Visits. Project visitation or tours shall be coordinated with the school principal (if site is operational) and Owner's Project Manager. Unauthorized and unscheduled tours will not be allowed due to safety concerns. Tours shall be arranged and authorized in advance with the General Contractor or Construction Manager and approved by the Owner and General Contractor or Construction Manager. All visitors to the Project site must check-in at the field office. All visitors must abide by all safety and insurance regulations at all times.

CHAPTER 2: PROJECT REQUIREMENTS

2.1 Access to Site

Routes for access to the site shall be restricted to those shown on the Contract Documents. If none are indicated, access routes shall be agreed upon during the Pre-Construction Conference. No change to this access route shall be allowed unless approved in writing by the Consultant. Any damage to existing paving, curbs, walkways, landscaping, Irrigation, etc. shall be repaired or replaced by the Contractor or Construction Manager at no cost to the Owner. The Contractor or Construction Manager shall be required to maintain the access roads in a clean condition at all times and remove any temporary access provisions at completion of the Work.

For projects involving additions and renovations to existing facilities, access shall be limited to locations agreed upon by the Owner, the school principal, the Consultant, and the Contractor and/or as shown on the Drawings. The Contractor shall enforce access restrictions with all personnel. Deliveries may be restricted to hours convenient to the school to avoid conflicts. Deliveries during school hours shall be approved by the Project Manager in advance of the delivery and coordinated at the Project Meeting before delivery will occur.

2.2 Field Office and Trailers

Provide temporary field offices, weather tight, lockable, and of sufficient size to accommodate required office personnel at the project site, furnished and equipped as specified below. The room(s) shall be maintained in a clean and orderly condition.

- Light colored resilient floor, wall and ceiling finishes
- Operable windows with blinds and insect screens
- Air conditioning and heating to maintain indoor temperatures of 68° F and 74° F respectively.
- Adequate fluorescent lighting
- 110-120 volt duplex outlets as necessary
- Telephone service with fax and internet connectivity
- Office furniture as necessary for Contractor's personnel
- Plan table(s) and bookshelves
- Meeting room with table and seating for 12 (minimum 250 sf) to be adjusted based upon health recommendations of the respective regulatory agencies
- Tack boards as required and erasable marker board
- Wall calendar
- Drinking water cooler as per health recommendations
- Connectivity - wireless and hard drops

The Field Office shall maintain/provide six (6) OSHA approved hardhats for NISD personnel. Hardhats shall be new and white in color and shall not have any logos.

The location of the trailer and other temporary buildings such as tool sheds, toilets, etc., shall be agreed upon by the Owner's Project Manager, the school principal, the Consultant, and the Contractor or as shown on the Drawings. The location shall be coordinated with future work so as not to interfere with utility work, paving, etc. and to avoid interference with existing school operations. The Contractor shall not locate trailers in existing parking area unless approved by the Owner.

2.3 Construction Parking

The Contractor shall allow parking by workers in areas designated in the Contract Documents. If not designated, a joint agreement shall be reached by the Owner, principal and Contractor. If space is not available, the Contractor shall require workers to park off-site.

2.4 Material Storage Areas

The Contractor shall restrict storage of materials to areas designated on the Contract Documents. If not designated, a joint agreement shall be reached by the Owner, principal and Contractor. Storage containers shall be immediately repaired/replaced if vandalized or damaged during construction.

2.5 Temporary Fencing

The Contractor shall provide a temporary construction fence where shown by the Contract Documents. Temporary fencing shall be chain link, except as permitted otherwise by the Consultant and Owner, minimum 6'—0" in height, with locking gates for entry. Posts shall be minimum 1.5" diameter galvanized steel firmly embedded in concrete. Fencing shall be maintained straight and secure for the duration of Construction operations requiring its presence.

2.6 Restrooms

The Contractor shall provide adequate temporary sanitary facilities for construction workers. These should be located to avoid odors and visibility by the students, staff and visitors. Under no circumstances will workers be allowed to use restrooms within the existing school facilities. Sanitary facilities shall be secured to prevent vandalism, and any vandalism repaired within twenty-four (24) hours.

2.7 Use of Existing Campus Facilities

Under no circumstances will construction workers be permitted to use the existing campus facilities, including but not limited to restroom facilities, school cafeteria, vending machines, telephones etc.

2.8 Construction Traffic within Existing School

The Contractor or Construction Manager shall monitor on a full-time basis all construction personnel of any tier working within existing buildings, especially when buildings are occupied by students or school staff.

2.9 Identification Badges

All construction personnel will be required to undergo a background and fingerprinting.

The badge shall be worn at all times the person is present on an existing campus. District issued badges will be provided to a select list of individuals as discussed with the district. All other construction staff not receiving a district issued badge shall still have a company issued badge which includes a current photo, person's name and the company under which the person is employed. Persons found at the Construction Site without their badge will be asked to leave the premises and will be reported to the Contractor's Superintendent. Refer to Attachment "S" for procedure.

2.10 Use of Existing Utilities

In new construction, the Contractor shall provide and pay the costs of temporary utilities for the duration of the Project until such time as the Project is fully accepted. Acceptance and turn-over of utility costs shall be the joint determination of the Consultant, Contractor and Owner, and such determination and date of cut-over shall be noted in the Project Meeting Minutes.

For renovation and addition work on existing campuses, in general, the cost of utilities (with exception of telephone and internet service) shall be borne by the Owner unless designated otherwise in the Contract Documents, and connection to the Owner's utilities will be permitted. When using the Owner's utilities the Contractor shall enforce energy and utility conservation whenever possible. If usage is determined to be excessive, in the sole determination of the Owner, the Contractor shall be required to reimburse the Owner for utility costs.

The Contractor shall be fully responsible to coordinate and verify existing utilities on site. Any damage occurring to existing utilities resulting from the work shall be the Contractor's responsibility to promptly repair at its cost. The Contractor shall immediately notify the Consultant and Owner should any utility service be interrupted during the project.

2.11 Security

The Contractor shall provide security to protect the Work, materials and site at all times. Temporary barriers, signage, lighting, etc., shall be provided as necessary. A full-time security person may be required, in the discretion of the Owner, for protection of the Work against vandalism, theft and other malicious acts. The cost of security shall be borne by the Contractor unless otherwise stated.

2.12 Harassment

Harassment of students, staff and other NISD personnel will not be tolerated. The Contractor will be informed of any complaints and will immediately and permanently remedy the problem.

2.13 Dress Code

Workers shall be fully clothed at all times. Workers wearing shorts or without shirts will not be allowed on the Project Site. Clothing shall not have indecent or suggestive logos or words. Advertisements for tobacco, alcohol, drugs or firearms are prohibited.

2.14 Tobacco

Smoking and use of smokeless tobacco products, electronic or vapor cigarettes or other products for delivery of tobacco or other substances is prohibited on the Owner's properties at all times and shall be fully enforced by the Contractor. Tobacco products may not be brought onto the Owner's property by any person at any time.

2.15 Illegal Drugs and Alcohol

No alcoholic beverages or illegal drugs shall be brought onto or used on the Owner's property at any time. Workers found in possession of such substances or believed to be under the influence of illegal drugs or alcohol shall be permanently removed from the Project.

2.16 Firearms

Firearms shall not be brought onto the Owner's property at any time. Anyone found to be in possession of a firearm(s) will be immediately referred to the local authorities and will be permanently expelled from the Project. This prohibition applies regardless of whether the individual possessing the firearm on Owner's property is otherwise licensed or permitted to carry a firearm in other locations or circumstances.

2.17 Project Sign

The Contractor shall provide, erect and maintain a Project sign as shown in the Contract Documents and as required by Texas Business and Commerce Code, Chapter 116. The sign shall be immediately repaired/replaced in the event of any damage during construction. Coordinate the location of the project sign with the Owner's Project Manager and, if required, the Principal of existing campuses.

2.18 Project Photographs

The Contractor shall maintain a comprehensive file of project photographs from the start to completion of the Project. The photographs shall include documentation of all trades and be chronologically ordered by date and trade to indicate the order and progression of the work. Particular attention shall be paid to concealed conditions. The files of photos shall be provided to the Consultant and Owner for inspection on CD-ROM upon request at any stage of construction. Contractor will be required to provide a monthly, high-quality aerial progress photo to be shared with the district at the beginning of each month during construction.

CHAPTER 3: PERMITS, LICENSES, CERTIFICATES, AND FEES

3.1 Contractor Licenses

The Contractor and all subcontractors involved in the Project shall obtain and pay for all necessary business and contractor licenses as required by any law or the Authority Having Jurisdiction (AHJ).

3.2 Building Permits

The Owner shall pay for the building permit unless otherwise indicated by the Contract Documents. The Contractor shall obtain and pay for all other required trade permits and pay for all inspections required by any authority having jurisdiction over the Project.

3.3 Grading and Foundation Permits

On projects that are developed on a fast-track basis, the Owner shall obtain and pay for the necessary clearing, grading and/or foundation permit.

3.4 State Highway Permits

In certain instances, the connection of a school entry drive to a highway requires a State Highway Permit. Unless otherwise noted the Contractor shall pay for this permit.

3.5 Utility Connection Fees

The Owner shall pay the utility connection fees only to connect to existing utilities at the property line or in adjacent streets and right-of-way for the Project. All other fees are the responsibility of the Contractor unless otherwise defined by the Contract Documents. The District is not subject to Impact Fees levied by most governmental entities and a developers, and will not be responsible for payment of any Impact Fee unless consent is provided in writing by the Owner's Representative, after approval of the Board of Trustees.

CHAPTER 4: SUBMITTALS

4.1 Submittals/Shop Drawings

The requirements for the submittal of shop drawings and submittal of material brochures are outlined in the Contract Documents and Project Specifications. All subcontractor submittals shall be approved by the Contractor, and then submitted to the Consultant through the Contractor. The Consultant shall review and take the appropriate action on submittals within fifteen (15) days after receipt, unless otherwise agreed. The Consultant will retain three (3) copies of each submittal. The Contractor shall retain two (2) copies of all approved submittals for the Owner's records. A complete set of all approved submittals (including an index) shall be transmitted through the Consultant to the Owner at the completion of the Project as a deliverable required for close-out of the Project and Final Payment.

The Contractor and Consultant shall maintain a log of submittals so that the status of all shop drawings, etc., may be monitored through the construction phase. The log shall contain adequate information regarding the submittal, review dates, submittal descriptions, and action taken.

If no submittal schedule is provided in the Contract Documents, Contractor shall prepare and provide a submittal schedule to the Consultant for review and approval, within fifteen (15) days after execution of the contract. The schedule is intended to establish an advance time line for when each submittal is required, and to avoid material delays. A shorter time for provision and approval of the submittal schedule may be designated in the Contract Documents and be applicable for smaller scope projects.

4.2 Interior and Exterior Color Schedule

Color and material selections must be approved by the Board of Trustees and may take up to five (5) weeks for approval. All items involving color or material selections shall be assembled and submitted to the Consultant at one time or as deemed necessary to keep the Project on schedule.

4.3 Substitutions

See Contract Documents and Specifications.

4.4 Mock-ups

The Contract Documents shall establish a list of mock-ups for various materials. Mock-ups are intended to establish a standard by which to gauge the work as it is constructed.

It is intended that each mock-up shall be exact and of the highest quality workmanship. The mock-up shall be constructed and completed at least three (3) days in advance of the subject work proceeding. Approval of the mock-up by the Owner and Consultant is required prior to work proceeding. Should the mock-up not be approved it shall be promptly removed and replaced at no cost to the Owner until such time as it meets the required standard.

4.5 Masonry Samples (on applicable projects only)

As soon after the execution of the contract as practical, the Contractor shall obtain samples of applicable masonry units specific to the project and submit them to the Consultant for review. The Consultant and Owner will select samples and advise the Contractor to proceed with building sample panels, at least 6' wide x 8' high of each of the masonry samples selected. Approval of the selected sample will be provided through the Consultant. The sample panel shall remain in good condition at the project site until substantial completion of the project.

CHAPTER 5: PROJECT MEETINGS

5.1 Pre-Construction Conference

Every project will have a Pre-Construction Conference, to include but not be limited to, NISD Facilities staff, campus/facility administrations & representatives, the design team Prime Contractor, and Subcontractors. The intent of this meeting is to introduce campus/facility staff to the design and construction team and exchange contact information. The meeting will also generally describe the District's/project requirements and expectations, schedule for the project and discuss contractor parking, storage and staging areas. Refer to Attachment R for sample agenda.

5.2 Project Meetings

Regular project meetings shall be scheduled by the Owner on a bi-weekly or as needed basis depending upon the size and complexity of the project. The meeting should be on the same time of day and day of week. The exact day, time and location of project meetings shall be agreed upon during the Pre-Construction Conference.

Representatives of these organizations should be in attendance at each meeting:

- General Contractor's Project Manager and Superintendent
- Mechanical/Plumbing Subcontractor
- Electrical Subcontractor
- Other Subcontractors as required by the Owner and Consultant
- Architect/Engineer
- Owner's consultants
- Owner

Special meetings may be called when required with appropriate prior notice to all applicable parties by the Owner, Consultant or Contractor.

The Consultant shall chair all project meetings and be responsible for scheduling, preparing the necessary agenda and minutes, and ensuring that necessary topics are discussed.

The Contractor shall be responsible for submitting a two-week Outlook Construction Schedule. In the Outlook Schedule the Contractor shall outline a forecast for the work

that is planned for the upcoming weeks. The Contractor shall inform the Design Team of what work will be started and or completed. Additionally, the Contractor shall state the current status of on-going work, new material (i.e. brick, joist, roofing, etc.) or equipment (i.e. Chillers, RTU, Kitchen, etc.) that is anticipated to arrive on the job site. The two-week outlook shall be submitted in writing at each bi-weekly project meeting.

5.3 Project Meeting Agenda

The Consultant shall prepare an agenda for the meeting and distribute copies of the agenda to the Owner and Contractor at least twenty-four (24) hours prior to the meeting. Topics for the agenda shall include, but not be limited to:

- Unfinished business from past project meetings
- Summary report on the status of the Overall Construction Schedule in relation to Substantial Completion.
- Review of the Outlook Construction Schedule
- Review of potential problems
- Review of the Submittal Log
- Review of status of Requests for Information (RFI), Proposal Requests, AEAs and Changes
- Review of Pre-installation Conference List
- Review of applications for payment (once per month)
- Other business

5.4 Meeting Minutes

The Consultant shall prepare formal minutes and forward a draft copy for review to the Owner, Consultants and Contractor within three (3) work days of the meeting requesting that any changes or corrections be returned to him within two (2) work days. The final formal minutes shall be formatted as agreed by the Parties and issued within two (2) work days thereafter.

5.5 Pre-Installation Conference

Pre-installation meetings shall be conducted for various trades. A list of the minimum required pre-installation conferences is included as an Attachment to this document. Other pre-installation conferences may be required and will be listed in other portions of the Contract Documents. Topics to be discussed in the pre-installation conference are found in the Contract Documents in each respective Section. In general, persons required to be in attendance at each pre-installation conference are as follows:

- General Contractor's Project Manager and Superintendent
- Specific Trade Subcontractor
- Related Trade Subcontractors (as necessary)
- Manufacturer's Representative (as necessary)
- Architect/Engineer
- Owner's consultants (as necessary)
- Owner

CHAPTER 6: CONSTRUCTION PHASING

6.1 New Campuses and Additions/Renovation to Existing Campuses

The Contractor shall cooperate with the Owner's representative and campus designee, to turn over portions of the building as required to meet the Owner's required schedule. Specifics regarding turn-over shall be discussed in various Project Meetings as completion of the Project nears.

In addition or renovation projects it may be necessary to divide the construction into phases so the school can continue to operate. Phasing of the Project is defined in the Contract Documents. Detailed discussions regarding phasing, room relocation, utility changeover, utility shut-off, etc., shall occur during the Pre-Construction Conference and Project Meetings.

6.2 Temporary Partitions

Temporary partitions are required to isolate areas under construction from operating portions of the school and, when necessary, are indicated on the Contract Documents. Temporary partitions shall be constructed as shown in the Contract Documents. Partitions shall be caulked or sealed to prevent dust on the construction side from passing through the school operation side.

6.3 Temporary Entrances

Temporary entrances are required and shall be constructed by the Contractor as shown in the Contract Documents and at locations coordinated with the Consultant and District for safe passage of students and staff or where required by applicable codes or regulations. Temporary entrances and coverings (if any) shall be structurally sound, engineered when required, comply with applicable building codes, allow for the safe operation of doors, adequate steps or ramps, have non-slip surfaces, and temporary signage. The location and construction of temporary partitions and temporary exits shall be reviewed with the Consultant and a representative of the authority having jurisdiction prior to construction.

6.4 Existing Systems.

6.4.1 Responsibilities. The Owner will be responsible for existing systems and operations **prior to the commencement of the Work on such systems.** The Owner shall provide evidence of adequate operation of system and the condition of existing system to the Contractor **prior to the commencement of the Work on such systems.** The Contractor and Consultant shall be present during testing and at other critical times during the start-up process. It is Contractor's responsibility to return the system to the existing condition or better in order for the installation to be deemed complete.

6.4.2 Equipment Relocation. The Contractor is responsible for investigating existing equipment to be relocated, determining the procedure, means, and method of removal and determining the appropriate rough-ins so the equipment can be relocated with minimal downtime. The time schedule for relocating the equipment shall be coordinated with the Consultant.

6.5 Authority Having Jurisdiction

During any project, the governing authority having jurisdiction normally requires a final inspection prior to timely occupancy of completed areas. The Contractor shall schedule these inspections to allow prompt occupancy of completed areas. A Temporary Certificate of Occupancy may be required and is the responsibility of the Contractor to obtain. Obtaining and maintaining the Temporary Certificate of Occupancy is the sole responsibility of the Contractor until such time as a permanent Certificate of Occupancy has been issued.

6.6 School Occupancy

Adequate time shall be allowed in the construction schedule for the Owner to arrange for and to relocate staff, furnishings and equipment to the completed phases or areas of the Project. Timing shall take into consideration deployment of technology and preparation of floors by the Owner's custodial staff. The Owner's Project Manager shall provide information regarding the District's requirements in this regard. Construction shall at all times be coordinated with school operations, both during and after regular hours, during testing periods, etc. where construction is conducted on or will affect an operating school campus. The current School Calendar will be provided to Contractor by Owner.

6.7 Utility Shutdown/Change Over

Contractor shall issue a request to the Owner's Project Manager and Consultant for a utility shutdown a minimum of 72 weekday hours. Owner's approval is required prior to any utility shut down.

All permits, testing and inspection required by both the authority having jurisdiction and the Owner shall be provided and coordinated with each shutdown. Where applicable the Owner's Maintenance Department will require "green tag" approvals from utility shut down inspection before any equipment may be restarted after a shutdown.

The Contractor shall ensure that the necessary materials and equipment are available on-site before beginning the shutdown or change-over. Any afterhours connections, if required, will be at no additional cost to the District. The Contractor shall be aware of school holiday schedules and attempt to schedule shutdowns/changes over these days when practical.

CHAPTER 7: INSPECTIONS/OBSERVATIONS

7.1 Consultant Responsibility

The Consultant's responsibilities during the Construction Phase, and those of his team, are defined in the Contract Documents, and the Consultant's Contract with the Owner. Following each site visit, the Consultant and/or his consulting engineers or other applicable consultants, are required to report in writing their observations to the Contractor and Owner within five (5) business days. The contents of reports shall be agreed upon by all Parties.

7.2 Contractor's Responsibility

The Contractor's responsibilities are defined in the Contract Documents, the Contract and the various Specification Sections.

7.3 Concealed Space Observation

Prior to the installation of any concealed material the Contractor shall notify the Consultant and Owner's Project Manager so that arrangements can be made for a review of the area proposed to be closed prior to its closure. The Contractor shall give as much advance notice as possible, but no less than 72 weekday hours. Preferably this task shall be scheduled on the Contractor's two-week outlook schedule.

7.4 Special Inspections

Special Inspections are required by the Building Code and Authority Having Jurisdiction (AHJ). Evidence of the successful completion of the Special Inspections, which are defined in the Contract Documents, must be provided by the Contractor prior to Substantial Completion.

The Contractor shall provide and maintain at the job trailer a log for sign-in by the Construction Materials Testing Laboratory. The Contractor's Superintendent shall monitor the log and ensure that the Testing Laboratory representative logs-in and out for each required task. The log shall also include dates and the log-in and log-out times for each inspection. The Project Superintendent shall also maintain on-site all Special Inspection reports from the Construction Materials Testing Laboratory.

7.5 Substantial Completion Inspection

Contractor shall perform necessary steps as listed in paragraph 9.8.2 of the AIA A201-2017 General Conditions of the Contract for Construction, as modified by Northside Independent School District, Owner for the Project.

The following people should be in attendance for the substantial completion inspection:

- General Contractor
- Mechanical Subcontractor
- Electrical Subcontractor
- Other Subcontractors as required
- Consultant
- Consulting Engineers
- Owner's Project Manager
- Owner's Construction Observers
- Owner's Maintenance Personnel

The punch list generated by the substantial completion inspection tour will be prepared by the Consultant and distributed to the Contractor and Owner.

It is essential that correction of all punch list items be completed within thirty (30) calendar days after its delivery to the contractor or as agreed by all parties. After correction is complete, the Contractor should notify the Consultant who will perform a follow-up review and sign off and date each item on the punch list to assure completion of each item on the punch list. Upon satisfactory completion of the deficiencies, the Consultant will submit to the Owner through the Contractor a signed off punch list and AIA Document G704™-2017 Certificate of Substantial Completion.

7.6 Future Maintenance

Adequate clearance to service and maintain equipment, valves, VAV boxes, electric panels, controls, etc. must be taken into consideration as each item is installed. It is the Contractor's responsibility to coordinate other trades that may be involved with

installation of equipment in the same area as an item that has been previously installed. Any equipment installed without the proper access or which restricts access to other equipment will be required to be removed or relocated and reinstalled to provide ample maintenance accessibility at no cost to the Owner.

7.7 Systems Verification

Near the completion of the project, the Owner will conduct an all systems verification for the purpose of confirming that the mechanical and electrical systems, fire alarm, intercom, security, public address, energy management controls, etc. are operating consistent with the contract documents, best practices and industry standards. Systems verification will occur only after the test and balance report has been completed.

CHAPTER 8: SCHEDULE OF VALUES AND APPLICATIONS AND CERTIFICATE FOR PAYMENT

8.1 Schedule of Values

The Contractor shall submit a completed AIA Document G703™-1992, Continuation Sheet, or equivalent, showing a complete Schedule of Values, to the Consultant prior to the first Application and Certificate for Payment. Multiple site projects shall have a separate AIA Document G703™-1992, Continuation Sheet, showing a complete Schedule of Values prepared for each site. See General Conditions Article 9.2.

8.2 Application for Payment

The Contractor's monthly Application and Certificate for Payment shall be submitted on a current version of the AIA Document G702™-1992, Application and Certificate for Payment. The various categories for the costs included in the Application and Certificate for Payment shall parallel the Schedule of Values previously submitted to and approved by the Consultant and approved by the Owner. An updated copy of the Schedule of Values submitted on an AIA Document AIA Document G703™-1992 Continuation Sheet, shall be re-submitted with each application for payment. The process and timelines for submission of Payment Applications are set out in the Contract Documents.

8.3 Final Application for Payment

The final application for payment may not be submitted until the project has been approved by the Consultant, the Owner, and applicable governing agencies. Additionally, the final application for payment will not be reviewed until all prerequisites for project close-out have been satisfactorily completed and delivered to the Consultant, including provision of record drawings, lien releases, maintenance manuals, warranties, equipment instruction, etc. as required by the Contract, and approval of the Project by the Owner, the Consultant and governing agencies from which approval is required by law.

8.4 Offsite Stored Materials

Payment for offsite stored materials will be considered by the district on a case by case basis. At any point in time, Northside ISD reserves the right to not consider offsite storage material request. Should the contractor wish to submit for payment of offsite stored material, contractor must, at no additional cost to the Owner, provide Builder's Risk insurance coverage identified in Attachment "P" of the Owner's Special Conditions to cover material and equipment while in storage, and the transit from the off-site

storage warehouse to the Project site. If the offsite stored materials are valued in excess of the policy coverages, the Contractor will be required to provide additional coverage at no cost to the district or defer request for payment on such material until the material is onsite.

Below is the process to seek approval for payment of offsite store materials.

1. Within the first week of the month(8th) the Prime Contractor shall submit a list of materials that are/will be requested for off-site storage, for that month's pay application. This will need to include justification as to why this material cannot be stored on site. Northside ISD will review request and determine which material will be acceptable to submit supplemental necessary information.
2. Once Northside ISD has approved the Prime Contractor to submit off-site stored materials, the prime contractor will need to prepare the following support documentation for review (see attached checklist) no later than the (15th) of the month or next business day. Each division and/or warehouse will require its own package for review as to not delay other packages for consideration. Documentation shall include but not be limited to:
 - a. Offsite Storage Agreement signed by the Prime Contractor (Attachment Q)
 - b. Pictures of physical products labeled for the project and properly stored per manufacturer's recommendations
 - c. Invoices of material to be billed to clearly correlate requested dollar amount
 - d. Supplemental Prime Contractor's Builder's Risk policy with Northside ISD as Payee (if applicable)
3. Once the district receives the off-site material package(s) with all the supporting documentation, NISD will verify all supporting documentation. Notification will be made to the Prime Contractor no later than the 22nd of the month on which package(s) have been approved to be on the upcoming pay application. If the package(s) are not approved by the 22nd of the month, these packages will not be included in the pay application and can be considered for the following month's pay application.

CHAPTER 9: SCHEDULES

9.1 Construction Schedules

A bar chart type "critical path method" schedule is required for all projects. The information shall be provided in a detailed format by trade, task and time frame. Each task shall be divided into defined units of work that can be measured against the schedule. The overall project must be separated into portions or phases that can be easily monitored.

The Contractor shall revise and update the master construction schedule no less than monthly adjusting the tasks and dates as necessary to reflect the actual condition of the Project. The Contractor shall submit a revised copy of the construction schedule with each monthly application for payment.

9.2 Construction Delays

The Contractor shall notify the Consultant and Owner of any claim for extension of time in writing on or before the due date of the Contractor's application for payment

concerning the period in which the delay began.

The Owner reserves the right to substitute unused monthly weather delay days for time extension days claimed for any reason by the Contractor, whether those be for delay of any kind or for change orders to the work.

The Owner, at its sole discretion, may elect to log delay days and hold such days for adjustment at the end of the contract. Time extensions for weather delays will not be granted until completion of the project, but will be logged monthly and adjusted at the end of the project, if necessary.

9.3 School Staff Support During Workdays

Work involving existing occupied buildings requires a staff member of the Owner be present during construction activities. Generally, the school custodial staff will open and close occupied facilities where construction is in progress. No keys will be issued or access codes provided to any individual working on the Project. Facilities will be open and available during normal workdays. Access may be arranged to accommodate work on extra workdays, such as, weekends and holidays. Arrangements with the school staff with notice to the Owner's Project Manager required no later than seventy-two (72) weekday hours prior to needed access. In order to adjust custodial hours. Short notice requests which results in overtime costs may be charged to the Contractor at the discretion of the Owner. A minimum of two (2) hours' time will be charged for any period in which a custodian is required to be onsite.

CHAPTER 10: CONSTRUCTION CHANGES

10.1 Control of Construction Changes

The Consultant will maintain a log of Proposal Requests (PR's), AEAs, Construction Change Directives, and Change Orders indicating the status at any time of those various documents. After a PR has been approved by the Owner can the change be included in an AEA, Construction Change Directive or Change Order (AIA Document G701™-2017 Change Order). The Consultant is responsible for assigning Change Order numbers, issuing Change Orders and keeping current logs all of approved changes. Information regarding the authorization of and procedure for Change Orders and Construction Change Directives is included at Section 7.2 of the A201-2017, General Conditions of the Contract of Construction as amended by the Owner.

CHAPTER 11: RECORD DOCUMENTS

11.1 Record Documents

The Contractor and its Subcontractors shall maintain an accurate, current set of record documents as construction progresses. These record documents shall be maintained on-site, as applicable, in the Contractor's office area(s). All deviations from the contract set of drawings shall be noted in red for clear identification. The Consultant, Engineers and Owner may periodically review the record documents.

11.2 Final Close-out of Project

Within 30 days after substantial completion of the total Project, the complete record documents shall be compiled by the Contractor and submitted to the Consultant.

11.3 Closing Documents

The Contractor shall use provided Closeout Checklist showing all required close-out documents to be provided, and shall submit two (2) copies and one electronic version of the document on a flash drive. The General Contractor shall list each subcontractor alphabetically on **Attachment “H”**. The Consultant will confirm that both an AIA Document G706™-1994, Contractor’s Affidavit of Payment of Debts and an AIA Document G706A™-1994 Contractor’s Affidavit of Release of Liens, are included for each subcontractor. Each subcontractor shall fill out the form attached as **Attachment “I”** indicating any supplies used and confirming their submission of the AIA Document G706A™-1994, Contractor’s Affidavit of Release of Liens. Warranties shall be included for any equipment furnished. All items for each subcontractor shall be assembled in a sturdy three-ring binder with an index and single tab dedicated to each subcontractor’s deliverables and shall include all items listed on the NISD Project Closeout Checklist, attached as **Attachment “G”**.

CHAPTER 12: MAINTENANCE MANUALS

12.1 Contents of Maintenance Manuals

The Contractor shall prepare maintenance and operating manuals for installed or provided equipment and systems. The Maintenance Manuals shall contain information relative to the operation and maintenance of the equipment, wiring diagrams and replacement parts lists.

12.2 Maintenance and Operations Manuals, Arrangement of Information

Maintenance Manuals shall be bound in sturdy three-ring binders with an index on the outside explaining the contents. Each piece of equipment shall be separated by tabs identifying that piece of equipment (“Equipment Tab”). Immediately behind each Equipment Tab shall be a typed list of information regarding the equipment, including the name and contact information for the manufacturer, model number, serial number, quantity and location (plan room number) for each piece of equipment to be maintained. Behind each Equipment Tab identification page should be a one-year calendar beginning on the date of turnover of equipment to the District and showing Manufacturer recommended routine maintenance tasks for the first full year. and a copy of the Maintenance Manual (or other manual) provided by the Manufacturer, establishing guidelines for care of the equipment. Copies of shop drawings should be provided therein where applicable.

12.3 Distribution of Maintenance Manuals

The Contractor shall prepare three (3) copies of the Maintenance Manual assembled on the specified equipment. Two (2) copies of this information shall be delivered to the Owner within seven (7) days following completion of installation of that particular piece of equipment if the Owner is to operate that equipment prior to final completion of the Project. The remaining copy of the maintenance manuals shall be delivered to the Architect within thirty (30) days following substantial completion of the Project along with all other close-out documents.

CHAPTER 13: PROJECT CLEAN-UP

13.1 Contractor's Responsibility

Contractor shall reference AIA A201-2017 General Conditions of the Contract for Construction, as modified by Northside Independent School District, Owner for the Project paragraph 3.15.1.

CHAPTER 14: WARRANTY PROCEDURES

14.1 Response to Request for Warranty Work

The Consultant, upon receipt of a request for warranty work from Owner shall forward the request immediately to the Contractor. Upon receipt of the warranty request, the Contractor shall initiate the repair. Prior to visiting the facility or commencing any work the Contractor shall contact the person who assigned to the warranty request. Upon arrival at the facility each worker shall check in and sign-in at the office or reception desk in the Administration Office. All workers shall be identified by their photo identification, while on District Property. It is expected that any warranty item that will impair the conduct of classes or operation of the District shall be acted upon immediately.

14.2 Repairs and Acknowledgment of Repairs

Coordination should be made with the Owner's personnel prior to commencing repairs. In any event, Owner-designated personnel must be present to acknowledge commencement of and completion of the repair, and must sign off on the repair request and notate the date on which the work commenced and the date on which the work was completed. A copy of the repair request shall be returned upon completion through the Consultant and with copy to the Director. The return of the signed copy to the Owner constitutes completion of the warranty request, all file copies shall be so annotated, and a letter prepared by the Owner officially close the warranty request.

See Section 6.8 of these Special Conditions Utility Shutdown/Change Over for utility interruptions procedures, which are required to be followed for repairs.

14.3 Follow-up Letters

The District will maintain a log of all warranty items submitted to the Contractor through the Consultant. Ten (10) working days after initiation of a request for warranty work, unless classified as an emergency or urgent, if a signed copy has not been returned, follow-up letters will be sent to the Consultant for its action. Warranty items which take longer than twenty (20) calendar days to complete will be considered severely deficient and meetings may be required to ascertain the reason for the Contractor's failure to respond. It is expected that the Consultant will establish their own logs and follow-up procedures to avoid meetings of this nature.



AIA[®] Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: _____ PROJECT: _____

APPLICATION NO: _____ Distribution to: _____

FROM CONTRACTOR: _____ VIA ARCHITECT: _____

PERIOD TO: _____ OWNER

CONTRACT FOR: _____ ARCHITECT

CONTRACT DATE: _____ CONTRACTOR

PROJECT NOS: _____ FIELD

OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ _____

2. NET CHANGE BY CHANGE ORDERS \$ _____

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

a. _____ % of Completed Work \$ _____

(Columns D + E on G703)

b. _____ % of Stored Material \$ _____

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____

By: _____

State of: _____

County of: _____

Subscribed and sworn to before _____ day of _____

me this _____

Notary Public: _____

My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA

Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>						
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ATTACHMENT "C"



AIA®

Document G701™ – 2017

Change Order

PROJECT: (name and address)

CONTRACT INFORMATION:

CHANGE ORDER INFORMATION:

Contract For:
Date:

Change Order Number:
Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE


AIA Document G704™ – 2017

Certificate of Substantial Completion
PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:
Date:

CERTIFICATE INFORMATION:

Certificate Number:
Date:OWNER: *(name and address)*ARCHITECT: *(name and address)*CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Northside ISD

Leroy San Miguel
Asst. Supt. Fac. & Oper.OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC #
	INSURER B: Name of Insurance Company (if applicable)	
	INSURER C: Name of Insurance Company (if applicable)	
	INSURER D: Name of Insurance Company (if applicable)	
	INSURER E: Name of Insurance Company (if applicable)	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCT COMP/OP/LOGG	\$
							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

DO NOT COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DO NOT COPY
SAMPLE

PM: _____

Prime: _____ / **GC:** _____

Project # _____

PROJECT NAME: _____

CONTRACT CLOSEOUT DELIVERABLES*	RESPONSIBLE PARTY	COMPLETION DATE	COMMENTS
FINANCIAL / AIA DOCUMENTS: Original Not A Copy			
G702/G703 - Application and Certificate for Payment. Submit FINAL Application for Payment.			
G706 - Contractor's Affidavit of Payment of Debts and Claims			
G706A - Contractor's Affidavit of Release of Liens			
G707 - Consent of Surety to Final Payment with Power of Attorney			
Final Change Order Log (Log must show all allowances with zero balance)			
RECORD DRAWINGS: (1) Set on Double-sided 4 mil Mylar & Electronic files **			
Architectural Plans			
Kitchen Plans			
Landscaping Plans			
Civil Plans			
Structural Plans			
HVAC & Plumbing Plans			
Controls Plans & Fire Sprinkler Plans ***			
Electrical			
Fire Alarm (As Builts) *** (1) copy to NISD Maint. & (1) copy to Archives			
Record Copy of Software w/Fire Alarm Panel Password***			
OTHER HARD COPY DOCUMENTS			
Specifications w/ all addenda & change orders (MS Word) Electronic Files & Project Manuals			
Set of approved submittals with A/E comments (including all shop drawings)			
Completed Punch List verified by A/E and letter			
Project Directory (List of Subs and Supplies by Division)			
Extended Warranty Spreadsheet with Equipment Log (Signed off by Prime and GC)			
Testing & Balancing Reports, including Water, Air & Field reports			
Final Commissioning Report			
Electrical Coordination Study			
Electrical Systems Test Report (Thermographic/Infrared Survey)			
Voice & Data Testing			
Telecommunications Testing/Certification			
Backflow Preventer Fireline Test Report			
Water Chlorination Test			
Painting Schedule/Colorwheel for exterior and interior spaces			
State Boiler Certificate/Inspection Report			
State Elevator Certificate/Inspection Report			
Fire Alarm Installation Certificate (FML-009A) - (1) copy to NISD Maint. & (1) posted at the Fire Alarm Control Panel ***			
Fire Alarm Certification / Completion Record *** (4) pg document from NFPA 72, fig. 4.5.2.1 *** (1) copy to NISD Maint. & (1) copy to Archives			
Maintenance & Operation manuals on all equipment (Division 2-28)			
Facility Data Sheet			
Facilities Project Information Sheet (Additions/New Construction)			
AFFIDAVITS & NOTORIZED DOCUMENTS			
Asbestos free affidavit by Contractor on form ***			
Asbestos free affidavit by Prime Consultant on letterhead			
Short Term Worker / Contractor Asbestos Notification of form ***			
Warranties from General Contractor; SubContractor and Suppliers provide duplicated notarized copies (including 2 year roof warranties, Siemens and Cabling Warranty)			
G704 - Certificate of Substantial Completion			
AGENCIES FORM & DOCUMENTS			
TEA: "Certification of Project Compliance" from A/E			
TDLR "Closed with Compliance" letter. Plan review & inspection worksheets			
Original "Certificate of Occupancy" and/or "Letter from City"			
OVERSTOCK ITEMS			
Surplus materials and contract specified Overstock materials delivered to Maintenance (Paint, VCT, Ceiling Tiles, Fuses, etc.)			
Overstock Keys			

* Final payment cannot be issued to the contractor until all documents have been received by the Owner and verified by the Prime Consultant. Confirm with Owner software compatibility.

** Partial retainage may be held until A/E Team has received record drawings.

*** These documents are generated by the Contractor and are to be delivered to the Prime Consultant.

O - Owner(NISD) P - Prime Consultant C - Contractor

Warranty & Closeout Coordinator Date

Director of Facilities & Construction Date

Executive Director of Construction & Engineering Date

Director of Engineering Date

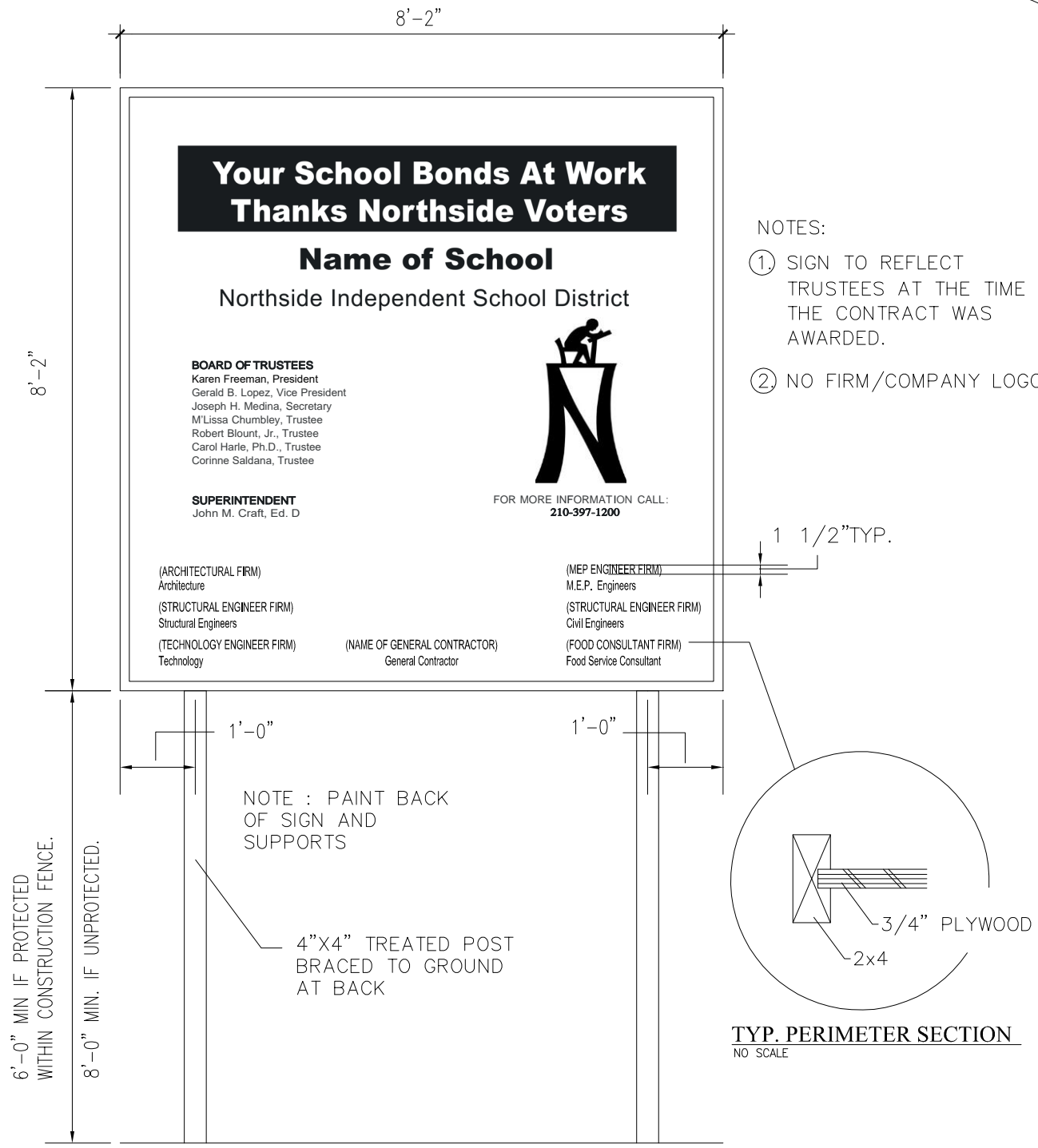
Asst. Supt. for Facilities & Operations Date

ATTACHMENT "H"

Closing Documents
Required of
General Contractor

Project No:
Contractor:
Contract Date:

Tab	Sub-Contractor	Warrantees		Release of Lien	Payment of Debts	Consent of Surety	Cert. of Occup.
		Mat.	Labor				
A				G706A	G706	G707	
B				G706A	G706	G707	
C				G706A	G706	G707	
D				G706A	G706	G707	
E				G706A	G706	G707	
F				G706A	G706	G707	
G				G706A	G706	G707	
H				G706A	G706	G707	
I				G706A	G706	G707	
J				G706A	G706	G707	
K				G706A	G706	G707	
L				G706A	G706	G707	
M				G706A	G706	G707	
N				G706A	G706	G707	
O				G706A	G706	G707	
P				G706A	G706	G707	
Q				G706A	G706	G707	
R				G706A	G706	G707	
S				G706A	G706	G707	
T				G706A	G706	G707	
U				G706A	G706	G707	
V				G706A	G706	G707	
W				G706A	G706	G707	
X				G706A	G706	G707	
Y				G706A	G706	G707	
Z				G706A	G706	G707	



- NOTES:
- ① SIGN TO REFLECT TRUSTEES AT THE TIME THE CONTRACT WAS AWARDED.
 - ② NO FIRM/COMPANY LOGOS.

FRONT ELEVATION
NOT TO SCALE

PROJECT SIGN
FOR
N.I.S.D.

NORTHSIDE INDEPENDENT SCHOOL DISTRICT FACILITY DATA SHEET

FACILITY NAME:				DATE:	
DESCRIPTION	CONDITIONED AREA	UNCONDITIONED AREA	TOTAL	CONSTRUCTION COST	COST/ SQ.FT.
TOTAL					

	ARCHITECT	CIVIL	STRUCTURAL	MEP	GENERAL CONTRACTOR

OTHER USEFUL DATA:		FACILITY CODE:	
PARKING SPACES AVAILABLE:	REGULAR :	HANDICAPPED:	
TOTAL ACREAGE OF SITE:	PLATTED	UNPLATTED	
ASPHALT SQ.FT. AREA:			
LEGAL DESCR.:			

	LANDSCAPE	TECHNOLOGY	FOOD SERVICE	THEATRE & ACOUSTIC	BUILDING & FIRE CODE	ROOFING

ATTACHMENT “L”

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

GENERAL CONTRACTOR NON-ASBESTOS MATERIALS CERTIFICATION

This will certify that no asbestos containing materials were used in the construction of this project.

NAME OF PROJECT: Paving Upgrades at Northwest Crossing ES

GENERAL CONTRACTOR: _____

CERTIFIED BY: _____

TITLE: _____

DATE: _____

ASBESTOS NOTIFICATION FOR SHORT TERM WORKERS

In accordance with Federal Regulation 40 CFR 763.84(d), short term workers are hereby notified that they may come in contact with asbestos containing building materials while on NISD property. Floor plans identifying known asbestos containing materials, if applicable, will be distributed prior to the beginning of any work.

Contractors will be required to sign a statement certifying that this notification has been provided by NISD.

SHORT TERM WORKER/CONTRACTOR ASBESTOS NOTIFICATION

_____, as a Contractor for Northside Independent
(NAME OF CONTRACTOR)

School District has been given notice that asbestos-containing materials may be encountered during construction/renovation at

Paving Upgrades at Northwest Crossing ES
(NAME OF PROJECT)

If applicable, I have received a copy of existing floor plans showing areas known to contain asbestos containing materials. This notification is given in accordance with Federal Regulation 40 CFR 763.84(d).

RECEIVED BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

ATTACHMENT "N"

Project Name: Paving Upgrades at Northwest Crossing ES

Updated 10/20/20

NISD Pre-Installation or Pre-Construction Meetings

All the meetings shall be coordinated with NISD Project Manager.

Division 2 – Site Work

- _____ **Site Work/Drainage/Utilities**
- _____ **Drilled Piers**
- _____ **Irrigation**
- _____ **Landscaping**
- _____ **Modular Block Retaining Wall**
- _____ **Playground**

Division 3 – Concrete

- _____ **Concrete (place – finish)**
- _____ **Stucco/Plaster**

Division 4 – Masonry

- _____ **Unit Masonry Assemblies:** 2 week minimum prior to starting work in this section. (before lock work starts) **Note: this meeting to be combined with Dampproofing and Storefront, Windows and Glazing.*

Division 5 – Metals and Division 6 - Carpentry

- _____ **Structural Steel** General Contractor, Consultant, NISD Inspector, Structural Engineer Erector Sub Contractor, and Testing Lab.
- _____ **Finish Carpentry and Millwork.**

Division 7 – Thermal and Moisture Protection

- _____ **Dampproofing:** 2 weeks minimum prior to starting work in this section. **Note: this meeting to be combined with Unit Masonry Assemblies and Storefront, Windows and Glazing.*
- _____ **Waterproofing**
- _____ **Roofing – (Metal, Torch Applied Modified Bitumen Roof System, etc):** 2 weeks min prior to deck installation. GC, Roofing subcontractor, Mechanical Electrical and Plumbing subcontractor, Roofing Materials supplier, roofing consultants, Architect, NISD Roofing Inspector, and NISD Executive Director of Construction and Engineering.
- _____ **Sprayed on the Fire Proofing:** 1 week min. prior to starting work in this section.
- _____ **Exterior Finish Insulation System EIFS:** 1 week minimum prior to starting work in this section.
- _____ **Gypsum Drywall (Includes all stud framing for GWB or sheathing)**

Division 8 – Doors and Windows

- _____ **Storefront, Windows and Glazing:** 2 week min prior to starting work in this section. **Note: This meeting to be combined with Unit Masonry Assemblies and Dampproofing.*

Division 9 – Finishes

- _____ **Tile – Quarry, Ceramic, and VCT:** 1 week minimum prior to starting work in this section.
- _____ **Painting**

Division 22-23 – Mechanical & Division 26 - Electrical

- _____ **HVAC/Plumbing/Electrical/Firesprinkler**
- _____ **Controls – Controls and HVAC sub at this meeting.**

Division 27 – Telecommunication

- _____ **Telecomm and Cabling**
- _____ **Security**

ATTACHMENT “O”

Weather Data Sheet for San Antonio, Texas
(Rain related)

Month	Average Rainfall	Average Rain Days*
January	1.96	7
February	1.74	7
March	2.31	8
April	2.42	6
May	4.40	8
June	3.28	7
July	2.41	5
August	2.15	5
September	3.88	7
October	3.75	6
November	2.08	6
December	2.00	7
TOTALS	32.38	81

*Rain days expressed here to the nearest whole day.

Data gathered from the National Weather Service Website at:

<https://www.weather.gov/media/ewx/climate/SATmonthlynormals.pdf>

As provided in the Contract Documents, the Contractor shall bear the entire economic risk of anticipated weather delays and disruptions (defined in this Attachment “O”) and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. The data provided in this Attachment O, are to be used for purposes of estimating and are the number anticipated weather delay days that should be recognized by the Contractor in establishing their schedules and proposals. This Attachment “O” sets out the Average Rainfall data and Average Rain days that the Owner will consider to be “anticipated” for purposes of rain delay claims. Extensions of time for weather-related delay will be exclusively governed by the terms outlined in Section 15.1.6.2 the AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by northside Independent School District, Owner for the Project.

ATTACHMENT "P"

Northside ISD Insurance Checklist

Required by Article 11 of A201-2017 - General Conditions of the Contract for Construction,
as modified by Northside Independent School District, Owner of the Project

- * Insurance coverages shall be submitted on ACORD Form 25, except for Builder's Risk, which shall be displayed on ACORD Form 24 or 27.
- * All insurance policies shall be underwritten by a company with a rating of not less than A-VIII as published in the A.M. Best's Key Rating Guide.
- * All insurance shall be written on an occurrence basis, if available.
- * The Description of Operations section of the Certificates for Primary Policies (**General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation/Employer's Liability**) should not reference any project, as these policies are not project-specific. The documents for these policies will be kept on file for use on all projects until any of the policies change or expire so that you do not have to submit them with every contract.
- * If the Builder's Risk policy is specific to the project, it should reference the project number and name. Otherwise, a "general" certificate may be issued and kept on file as described above for the Primary Policies.
- * Copies of each required endorsement must be included, along with a Schedule of Endorsements for each policy.
- * Northside ISD's address should appear as follows so that renewals and notices can be properly routed from our mailroom:

Northside Independent School District
Facilities Construction & Engineering
5900 Evers Road
San Antonio, TX 78238

Commercial General Liability (article 11.1.1.2)

- \$1,000,000 each occurrence;
 - \$2,000,000 general aggregate;
 - \$1,000,000 each person for personal and advertising injury;
 - \$1,000,000 each occurrence for Products and Completed Operations;
 - \$2,000,000 for Products and Completed and Completed Operations General Aggregate;
 - \$1,000,000 each occurrence for independent contractors property damage;
 - \$2,000,000 for contractual liability property damage aggregate.
- Policy issued upon an "occurrence" basis.

- * **Required endorsements:**
- Primary and Noncontributory;
 - Additional Insured;
 - Waiver of Subrogation;
 - 20-day notice of cancellation.

Automobile Liability (article 11.1.1.3)

- All vehicles (any auto) owned by, hired by or used on behalf of the Contractor;
- \$1,000,000 combined single limit;
- \$1,000,000 per accident.

- * **Required endorsements:**
- Primary and Noncontributory;
 - Additional Insured;
 - Waiver of Subrogation;
 - 20-day notice of cancellation.

Umbrella Liability (article 11.1.1.4)

- \$5,000,000 each occurrence/aggregate.

- * **Required endorsements:**
- Primary and Noncontributory;
 - Additional Insured;
 - Waiver of Subrogation;
 - 20-day notice of cancellation.

Worker's Compensation (article 11.1.1.7): Statutory limits required, no "alternative" for of insurance shall be permitted.

Employer's Liability (article 11.1.1.1)

- \$1,000,000,000 each accident;
 - \$1,000,000,000 each employee;
 - \$1,000,000,000 policy limit.
- If any Proprietor/Partner/Executive Officer/Member is excluded from coverage, describe under "Description of Operations" section of the Certificate.

- * **Required endorsements:**
- Waiver of Subrogation;
 - 20-day notice of cancellation.

Builder's Risk (article 11.1.1.5)

- Shall cover the entire Work at the site for the full insurable value of the Work, including transit thereto and materials stored offsite and destined to become a part of the Work.
- Maintained until final payment is made to the Contractor.
- \$500,000 minimum for offsite storage and in-transit material coverage.

- * **Required endorsements:**
- Permission to Occupy;
 - 20-day notice of cancellation.

ATTACHMENT "Q"

AGREEMENT FOR STORING MATERIALS OFF-SITE

This agreement is entered into this ____ day of _____, 2023, between the Northside Independent School District and _____ (hereafter called the "Contractor"), for Project RFCSP# _____ and name _____.

WHEREAS, the Contractor desires to store certain materials off the site for use in construction, and desires to obtain payment for materials properly stored at _____ in accordance with contract provisions as if they were properly stored on the site. Materials are valued at \$ _____ and located on pay application # _____.

Northside Independent School District agrees to allow off-site storage of materials for the above name project, provided the following conditions are complied with by the Contractor:

1. Contractor must submit an affidavit identifying material and equipment, providing photographic evidence of material and equipment, and acknowledging responsibility for the material and equipment.
2. With each monthly request for payment, Contractor must submit a report to the Architect and Owner listing the material and equipment already paid for and still stored off site, including photographic evidence of same.
3. Contractor must provide warehouse and photographic records, receipts and invoices to verify quantities and their disposition.
4. Material and equipment must be stored in accordance with manufacturer's instructions, including proper temperature and humidity controls.
5. Material and equipment must be physically separated and marked for the Project.
6. Material and equipment must be inspected at the warehouse by the Architect or Owner who must be satisfied with the security, control, maintenance and preservation measures. Architect and Owner may inspect the material and equipment at any time during normal warehouse hours.
7. Contractor must, at no additional cost to the Owner, provide Builder's Risk insurance coverage identified in Attachment "P" of the Owner's Special Conditions to cover material and equipment while in storage, and the transit from the off-site storage warehouse to the Project site. **If the offsite stored materials are valued in excess of the policy coverages, the Contractor will be required to provide additional coverage at no cost to the district or defer request for payment on such material until the material is onsite.**
8. The Owner reserves the right to reject material and equipment which do not meet Contract requirements regardless of any payment previously made.
9. In the event of termination of the Contract or default by the Contractor, the material and equipment stored off site must be immediately turned over to the Owner by delivery to the Project site or other location determined by the Owner.

This Agreement does not alter the General or Supplemental Conditions of the above name contract. Northside Independent School District will terminate this Agreement for failure of the Contractor to comply with the conditions stated above.

X

General Contractor

X

Leroy San Miquel
Assistant Superintendent, NISD

Northside ISD
Off-Site Stored Materials
Checklist

General Information

- Materials must be stored in Bexar County.
- At beginning of calendar month, relay information to NISD Project Manager regarding requests for off site stored materials.
- By 15th of month if approved by NISD, submit Off-Site Storage Agreement and supporting documents to NISD for only those materials that were deemed acceptable.

Agreement Submittal

- “Agreement for Storing Materials Off-Site” Revision Feb 21, 2023 completed and signed by General Contractor.
- Affidavit listing material and equipment with photos and acknowledging responsibility for said materials.
- Provide warehouse and photographic records, receipts and invoices to verify quantities matching the amount listed on corresponding pay application. Photographs should show the materials separated and marked for the project.
- Provide a report listing the material and equipment already paid for and still stored off site.

Required Insurance (If Applicable)

- If off-site stored material exceeds the amount indicated on Attachment “P” of Owner’s Special Conditions, the Builder’s Risk Policy for off-site storage must be increased and reported on ACORD 27.

ATTACHMENT "R"

PRE-CONSTRUCTION CONFERENCE

Recommended Agenda

- A. Introduction of all attendees
 - Distribute general information attachments

- B. Discussion of Project Responsibilities
 - Team Concept - NISD, Architect/Engineer, Contractor
 - Owner's Responsibility
 - Director of Facilities Construction
 - Architect/Engineer Responsibility
 - Construction Administration
 - Contractor Responsibility
 - Protects Owner's interest
 - Coordinate all construction
 - Manage all construction
 - School Personnel
 - Principal
 - Staff

- C. Project Restrictions
 - Access to site
 - Office and Trailer Location
 - Construction Parking
 - Material Storage Area
 - Temporary Fencing
 - Top Soil Stockpile Area
 - Disposal of Soil
 - Not allowed to use school restrooms or cafeteria
 - Restrict workmen in existing school
 - Temporary Utilities
 - Power
 - Water
 - Security and Protection
 - OFCI Storage Area
 - Harassment
 - Dress Code
 - Tobacco Use
 - Illegal Drugs and Alcohol

- D. Permits, Licenses, Certificates, and Fees
 - General Contractor Bonds
 - Builder's Risk Insurance
 - Liability and Worker's Compensation Insurance
 - Licenses
 - Building Permits
 - Fees

ATTACHMENT "R"

- E. Submittals
 - Review Procedure
 - Number and Type of Copies
 - Routing
 - Owner's Copies
 - Submittal Log
 - Color Schedule
 - Substitutions
 - Samples
- F. Project Meetings
 - Regular Bi-Weekly Meetings
 - Agenda
 - Minutes
- G. Construction Phasing
 - New Schools
 - Early Completion
 - Temporary Partitions
 - Construction Phasing
 - Existing Equipment Storage and Relocation
 - Agency Inspections
 - School Occupancy
 - Utility Shutdown/Changeover
- H. Inspections/Observations
 - A/E Observations
 - Contractor's Quality Control
 - Agency Inspections
 - Concealed Space Observation
 - Substantial Completion Inspection
 - Contractor
 - A/E
 - Future Maintenance
 - System Verification
- I. Application and Certificate for Payment
 - Schedule of Values
 - Application for Payment
 - Match Schedule of Values
 - Review Procedure
 - Final Pay Application
 - Pre-Requisites
- J. Schedules
 - Construction Schedule
 - Monthly Revisions

ATTACHMENT "R"

- Construction Delays
- School Staff Support During Workdays

- K. Construction Changes
 - Control of Construction Changes
 - Authority to Issue Changes
 - Proposed Change Order Procedure
 - Change Order

- L. Record Documents
 - Contractor Responsible to Maintain
 - Enforce with subcontractors
 - Pre-requisite for final payment

- M. Maintenance Manuals
 - Contents of Manual
 - Arrangement of Information
 - Distribution

- N. Project Clean-Up
 - Periodic and Final Clean-Up

- O. Warranty Procedures
 - Expectations
 - Initiation of Requests
 - Acknowledgment of Repairs
 - Follow-up Letters

Procedures for NISD ONLINE Background Checks, DPS/FBI Fingerprinting and Badging for Facilities and Operations Contractors

Each company is required to have a Point of Contact. The Point of Contact will be required to email Jennifer McDowall, Northside ISD (NISD) Secretary to the Executive Director of Construction & Engineering at jennifer.mcdowall@nisd.net, with the following information pertaining to their employee or individual self.

- Name of General Contractor (**Legal name**) and (**Preferred/Alias Name**)
- Title
- Phone number
- Email address

Part 1. NISD Online Background Check

The individual contractor, subcontractor or consultant will be required to complete the **NISD ONLINE Background Check** form. This personal information collected is imperative when verifying the individual in The Texas Department of Public Safety (DPS) System. Click here: [NISD ONLINE Background Check](#).

Part 2. DPS/FBI Fingerprinting

Northside ISD (Rhonda Martinez, HR Contract Coordinator) will email each individual contractor, subcontractor or consultant needing to be fingerprinted instructions, with attachments containing a **Local Education Entity (LEE) pass form and a Fingerprint Guide**.

LEE pass information is issued by Texas Department of Public Safety (DPS) to Northside ISD. The **LEE** pass form will provide details needed to schedule fingerprints at one of the **IdentoGo** fingerprinting services locations. If the individual contractor, subcontractor or consultant does not have access to the Internet, an appointment can be scheduled by calling **IdentoGO** at 888-467-2080. Once an appointment is scheduled, **IdentoGo** will email a Pre-Enrolled form containing appointment details to the individual needing to fingerprint. The details include the fee of \$38.25 (additional fee for credit card), form of payment accepted and specific documents required to fingerprint. Click here: <https://uenroll.identogo.com>

Once the individual contractor, subcontractor or consultant is fingerprinted, the fingerprints will be submitted to the Texas Department of Public Safety (DPS) Fact Clearinghouse. The DPS/FBI results will then be reviewed by NISD's Employee Relations Department. The fingerprints will be cleared or non-cleared per NISD Board Policy **CJA (Legal)** (refer to link below).

The individual who is fingerprinted will only be contacted regarding background results when they are not approved to move forward to work on NISD campuses. The background results will only be shared with the individual who fingerprinted. If there is a dispute by the individual in regards to their background check, the individual will need to contact Rhonda Martinez at 210-397-8613. When required, Ms. Martinez will notify the point of contact if the individual is not allowed to move forward working with NISD, however no other information will be shared.

Communication between the Point of Contact and NISD is critical to maintain compliance with DPS and the Texas Education Agency (TEA) requirements. It is imperative and expected that the Point of Contact notify Rhonda Martinez, NISD Contract Coordinator, within 48 hours of the employee no longer working on any specific project with NISD to ensure that NISD will no longer receive information regarding their fingerprints or have access to their personal information. Per Department of Public Safety (DPS), individuals no longer affiliated with the Agency/District should have their fingerprint subscriptions disabled. It is unlawful to view criminal history records for persons who are no longer affiliated with NISD.

***For questions regarding fingerprinting please contact NISD Contract Coordinator; Rhonda Martinez at 210-397-8613 or Rhonda.martinez@nisd.net.

***All Fingerprints must be cleared for employment per Northside ISD Board Policy CJA(Legal)**

[https://pol.tasb.org/Policy/Download/184?filename=CJA\(LEGAL\).pdf](https://pol.tasb.org/Policy/Download/184?filename=CJA(LEGAL).pdf)

Facilities and Operations: Contractor, Subcontractor and Consultant

Badging Procedures

Part 3. NISD Badging

OBJECTIVE: Adopt a comprehensive badging policy that: (a) ensures students / staff / faculty safety as a first priority; (b) complies with at least the minimum requirements of Senate Bill 9; and (c) differentiates between those construction contractor personnel who will have direct contact with students and those who will not.

1. All General Contractors, subcontractors and consultants will be required to complete a NISD online background check and undergo fingerprinting. The HR Employee Relations Department will review the fingerprint results. The fingerprints will be cleared or non-cleared per NISD Board Policy CJA (Legal).
 - Contractors who are "CLEARED" will be issued a **RED District badge**.
 - Contractors who are "NOT CLEARED" will not be allowed to work on District property.

2. Following award of any construction contract, Facilities Construction & Engineering Services (FC&E) Departments along with the Campus Admin Team will meet with the applicable General Contractor to review the limits of construction on campus and establish those areas which pose an increased risk of direct student contact due to planned construction access to or through campus-occupied existing facilities. This "Badge Executing Committee" will review, line by line, the list of subcontractors proposed for use on the construction project and jointly agree/designate those subcontractors who have an increased probability of direct contact with students based on their work proximity within the construction area and campus facilities.

3. Facilities Construction and Engineering Executive Director and/or Assistant Superintendent for Facilities and Operations shall determine if a sub-contractor needs to undergo a NISD online background check and fingerprinting. Those subcontractors judged to have an increased probability of direct contact with students will be required to complete a NISD online background check and undergo fingerprinting. The HR Employee Relations Department will review the fingerprint results. The fingerprints will be cleared or non-cleared per NISD Board Policy CJA (Legal).
 - Subcontractors who are "CLEARED" **will not be issued a District badge**
 - Subcontractors who are "NOT CLEARED" will not be allowed to work on District property.

4. In addition to the above procedures (item 3), All Foreman / Superintendents / Work leaders working for the General Contractor's subcontractors will be required to complete a NISD online background check and undergo fingerprinting. The HR Employee Relations Department will review the fingerprint results. The fingerprints will be cleared or non-cleared per NISD Board Policy CJA (Legal).
 - Those who are "CLEARED" will be issued a **RED District badge**.
 - Those who are "NOT CLEARED" will not be allowed to work on District property.
5. Any contractor employee who needs to work outside the controlled construction area (i.e., in occupied campus facilities and not required to be badged) will be allowed to do so only under the continuous direct physical supervision of either a contractor employee with a **RED District badge**, a District employee, or a contracted law enforcement officer. Note: The District employee noted above will most likely work as a member of the Facilities Construction and Engineering Services Departments.
6. Consultants, Architects, Engineers, etc. will be required to complete a NISD online background check and undergo fingerprinting as determined by Facilities Construction and Engineering Executive Director and/or Assistant Superintendent for Facilities and Operations. The HR Employee Relations Department will review the fingerprint results. The fingerprints will be cleared or non-cleared per NISD Board Policy CJA (Legal).
 - Consultants who are "CLEARED" will be issued an **ORANGE District badge**.
 - Consultants who are "NOT CLEARED" will not be allowed to work on District property.
7. All badges will have an Expiration Date of 1 year from date of issue unless otherwise specified. Following completion of the project(s) which formed the basis for the issuance of contractor badges, the District, at its option, may collect badges earlier - upon completion of the designated project(s) - rather than at the end of the badge authorization period.
8. Contractor personnel reviewed by the District and denied a badge will continue to be denied a badge under this badging policy even if they are designated to work only in the controlled construction area.
9. Per Board Policy CJA (Legal) "Direct contact with students" is the contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. *Per Texas Education Code (TEC), [§22.0834](#) and [§22.08341](#) state that a contractor that provides services to a school district or charter school must be fingerprinted before beginning work, if the contractor 1) will have continuing duties related to the contracted services, and 2) will have the opportunity for direct contact with students.

SECTION 00 01 10.2

TABLE OF CONTENTS: CIVIL ENGINEER

List of Specifications, As Prepared by:



NUMBER TITLE

DIVISION 01 00 00 - GENERAL REQUIREMENTS

01 21 00 Allowances
01 73 29 Cutting and Patching

DIVISION 02 00 00 EXISTING CONDITIONS

02 41 19 Selective Demolition

DIVISION 04 00 00 MASORNY

04 20 00 Unit Masonry

DIVISION 31 00 00 - EARTHWORK

31 00 00 Earthwork
31 10 00 Site Clearing

DIVISION 32 00 00 - EXTERIOR IMPROVEMENTS

32 12 16 Asphalt Paving
32 13 13 Concrete Paving
32 13 73 Concrete Paving Joint Sealants
32 17 23 Pavement Markings

END OF SECTION 00 01 10.2

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency allowance.
- C. Inspecting and Testing Allowances

1.2 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, less applicable.
- B. Costs Not Included in Cash Allowances: Product delivery and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing; supervision; overhead and profit; and insurance.
- C. Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Engineer in selection of products, suppliers, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.
- F. Provide detailed breakdown of quantity survey from both the contractor and all pertinent subcontractors. The detailed breakdown shall be sufficient detail as to be satisfactory to the Engineer.

1.3 CONTINGENCY ALLOWANCE

- A. Include in the Contract, a stipulated sum/price of **Forty Thousand Dollars (\$40,000.00)** for use upon Owner's instruction.
- B. Contractor's costs for products will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds will be drawn from the Contingency Allowance only by Change Order.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 INSPECTING AND TESTING ALLOWANCES

A. Inspection and Testing Fees shall be paid for by the General Contractor unless noted otherwise.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00

**SECTION 01 73 29
CUTTING AND PATCHING****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.

1.02 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other work.

1.03 QUALITY ASSURANCE

- A. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
 - 1. Electrical wiring systems.
 - 2. Landscaping lawn sprinkler lines.
- B. Miscellaneous Elements: Do not cut and patch the following existing elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Water, moisture or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Noise- and vibration-control elements and systems.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineers' opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
 - a. Processed finished surfaces.

1.04 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void any warranties.

PART 2 EXECUTION

2.01 EXAMINATION

- A. Examine surfaces for compatibility before cutting and patching, and conditions under which cutting and patching are to be performed. Other worked to be performed are as follows:
 - 1. Verify compatibility and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Remove existing loose and damaged surfaces, and lifted cracked edges with mechanical grinder, stone buffers, and cleaners. Included in this project scope.
 - 3. Remove existing joint sealants.
 - 4. Exposed joints and open cracks to be cleaned with high pressure air.
 - 5. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

2.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

2.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size

- required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 01 73 29

**SECTION 02 41 19
SELECTIVE DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 017329 "Cutting and Patching" for cutting and patching procedures.
 - 2. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and coordinate with Owner for storage location.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled. Contractor to protect items left.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. The Owner has first rights and refusal to any item shown to be removed and replaced.
- B. If Owner refuses any item shown to be removed, demolition waste becomes property of Contractor.
- C. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Contractor shall coordinate with Owner to discuss removal.
 - 2. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted. Need at least 48 hours' notice.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
- B. Pre-demolition photographs or video (with time stamp and date): Show existing conditions of project limits, adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed, refused by Owner, and salvaged.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect/Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
 - 2. Maintain Gas Facilities in service during selective demolition operations. This includes continuous accessibility to gas meters and valves.
 - 3. Use of water hose bibs shown on plans are permitted. Contractor is to coordinate with school on-site facilities representative. Prior to commencement of Work.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with school district, local, state, and federal hauling and disposal regulations.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- B. Verify that hazardous materials have been remediated (if applicable) before proceeding with demolition operations.
- C. Survey of Existing Conditions: Record existing conditions by use of record civil drawings.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- B. Remove temporary barricades and protections where hazards no longer exist.
- C. Remove temporary erosion controls after all inspections and permitting closeouts are complete.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated on plans. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least 1 hour after flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Coordinate with owner for final storage location.
 - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition, cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at existing joints with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Asphalt: Demolish in sections per pavement junction detail on the plan sheets. Saw-cut 12" past the dimension shown on the plans to conform to the pavement junction detail shown in the plans.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from project site daily
1. As the daily materials are accumulated daily, the contractor must protect pedestrians from accumulation.
 2. Do not allow demolished materials to accumulate on-site from day to day.
 3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Contractor to include selective demolition activities in project schedule.

END OF SECTION 02 41 19

SECTION 04 20 00
UNIT MASONRY

PART 1 - GENERAL

1.1 SCOPE

- A. Furnish all materials, equipment, scaffolding, and labor to install all unit masonry shown on drawings and specified herein. Install equipment, anchors, vents and devices furnished by other trades.

1.2 SECTION INCLUDES (NOT ALL MAY APPLY TO THIS PROJECT)

- A. Face brick, including solids and special shapes
- B. Decorative concrete masonry units
- C. Concrete Masonry Units
- D. Masonry joint reinforcement
- E. Ties and anchors
- F. Embedded flashings
- G. Masonry cleaning and sealant products
- H. Miscellaneous masonry accessories

1.3 RELATED SECTIONS

- A. Section 01 45 29 - Testing Laboratory Services
- B. Section 04 43 00 – Natural Stone Veneer
- C. Section 05 50 01 - Miscellaneous Metals: Steel masonry lintels.
- D. Section 07 11 13 – Bituminous Dampproofing
- E. Section 07 21 00 - Building Insulation
- F. Section 07 65 26 – Membrane Through-Wall Flashing
- G. Section 07 90 00 – Building Sealants and Caulking
- H. Section 09 90 00 - Painting
- I. All Sections of Work built-in, adjacent to, or applied to unit masonry work.

1.4 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 530 - Building Code Requirements for Masonry Structures.
 - 2. ACI 530.1 - Specifications for Masonry Structures.

B. Brick Industry Association:

1. Technical Notes
- C. ASTM International:
1. ASTM A153/A153M - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 2. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
 4. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
 5. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
 6. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
 7. ASTM C90 - Standard Specification for Load bearing Concrete Masonry Units.
 8. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
 9. ASTM C1364 - Standard Specification for Architectural Cast Stone.
 10. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 11. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- D. National Fire Protection Association:
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- E. Underwriters Laboratories Inc.:
1. UL723 - Tests for Surface Burning Characteristics of Building Material.

1.5 GENERAL REQUIREMENTS

- A. A thoroughly competent masonry foreman shall be in charge of masonry work at all times during construction
- B. Masonry work shall not be done when temperature is below 40°F and dropping or when freezing temperatures are forecast within 72 hours.
- C. Scaffolding: Shall safely support workmen and all necessary materials and equipment.
- D. "Concrete Masonry Handbook" by the Portland Cement Association shall provide minimum standards required for concrete masonry.
- E. Protect all materials from damage; store masonry, cement, lime off of ground.
- F. Comply with structural notes on drawings.
- G. Exterior concrete masonry units to have "Acme Shield" or "Dry Block" or equal waterproofing additive. Coordinate with mortar admixture for proper bond.
- H. Build in all thru wall flashing as indicated in plans, details, and as required per recognized industry standard for complete water tight installation. Verify complete coverage of damp proofing prior to installation of masonry materials.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittals: Submittal requirements.
- B. Product Data:
 - 1. Submit data for masonry units, fabricated wire reinforcement, wall ties, anchors, cavity drainage material, and other accessories.
 - 2. Submit data for cleaning solutions, including detailed description of methods, materials, equipment and site cleanup procedures to be used. Provide with letters of approval from brick and cleaning material manufacturers regarding the compatibility of proposed use of products together for cleaning purposes.
- C. Samples:
 - 1. Submit sample of each type of masonry unit and face brick, to illustrate color, texture and extremes of colors range. Furnish additional samples when necessary to fully illustrate the complete range of highly variable materials.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Mortar and Grout Mix Designs: Submit two (2) copies of proposed mortar and grout mix designs to Owner's testing laboratory.
- F. Cleaner, Sealer, Graffiti Control Applicator Qualifications: Submit qualifications of applicator.
 - 1. Certification stating applicator is experienced in the application of the specified products.
 - 2. List of recently completed masonry cleaning projects, including project name and location, names of owner and architect, description of cleaning products used and substrates, applicable local environmental regulations, and application procedures.
- G. Environmental Regulations: Submit description for testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents. Describe any hazardous materials to be cleaned from substrates. Submit applicable local environmental regulations.
- H. Protection: Submit description for protecting surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non-masonry surfaces during the work from contact with masonry cleaners, residues, rinse water, fumes, wastes, and cleaning effluents.
- I. Surface Preparation: Submit description for surface preparation of substrates to be completed before application of masonry cleaners, sealers and graffiti control.
- J. Application: Submit description for application procedures of masonry cleaners, sealers and graffiti control products.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 Building Code Requirements for Masonry Structures and ACI 530.1 Specification for Masonry Structures.
- B. Fire Performance Characteristics: Where indicated or required, provide materials and construction which are identical to assemblies whose fire endurance has been determined by testing in compliance with ASTM E119 by U.L. or other recognized testing and inspection organization or by other means, acceptable to authority having jurisdiction.
- C. Masonry Cleaning: Workers shall have minimum 5 years of masonry cleaning experience, and shall be approved by cleaner manufacturer prior to application of cleaning material, and

shall meet with cleaner manufacturer for demonstration and instructions for use of product prior to application.

- D. Single Source Responsibility:
1. For Masonry Units: Obtain masonry units of uniform texture and color, or a uniform blend within the accepted ranges for those characteristics, from one (1) manufacturer for each different product required for each continuous surface or visually related surfaces.
 2. For Mortar and Grout Materials: Brands of cementitious materials and admixtures, and the source of supply of sand and aggregates shall remain the same throughout the Work where exposed to view and where not scheduled to receive a subsequently applied finish, i.e. parging, painting, etc., unless directed otherwise in writing by the Architect.
 3. Contractor's Responsibility: Contractor performing Work of this Section shall be responsible for coordinating with others performing work which is built-in or adjacent to unit masonry work.
- E. Masonry Cleaner, Sealer and Graffiti Control Qualifications:
1. Manufacturer Qualifications:
 - a. Manufacturer capable of providing field service representation during installation and who will approve the installer and application method.
 2. Installer Qualifications:
 - a. Installer experienced in performing this type of work and who has specialized in work similar to the type required for this project.

1.8 QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.9 MOCKUP

- A. This mock-up requirement is in addition to the full wall mock-up required per Section 01 45 01 – Quality Control, if applicable.
- B. Each type of unit masonry used shall be represented by mockup prior to approval of masonry work to begin. Do not begin masonry work until Architect has approved mockup.
- C. Construct cavity masonry wall mockup, 4 feet long by 4 feet high, including masonry, mortar and accessories, structural backup, flashings, wall insulation, and weeps.
1. Structural backup wall to consist of both CMU and cold-formed metal framing construction, with half of wall constructed of each.
 2. Include a sealant-filled control joint.
 3. Omit masonry above flashing to leave a 12 inch length of the flashing exposed to view.
 4. Clean face of mockup with masonry cleaner using methods anticipated for the work.
- D. Furnish removable cover to protect completed mock-up from rain or other environmental or site conditions that may affect its appearance.
- E. Coordinate location and orientation for mockup panels with Architect in location for mockup panels to remain until all masonry work is complete and accepted by Owner and Architect.
- F. Remove mockup only when directed by Architect.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F.
- B. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F or ambient temperature is greater than 90 degrees F with wind velocity greater than 8 mph.
- C. Bracing of Work in Progress:
 - 1. Where masonry erection may be exposed to high winds, installation shall be adequately braced until masonry construction has attained sufficient strength to resist wind forces.
 - 2. Shores and forms shall not be removed until masonry construction has attained sufficient strength to support its own weight and all other construction or environmental loads.
- D. Protection of Work in Progress: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work or when work is stopped due to rain. Cover partially completed masonry when construction is not in progress.

1.11 COORDINATION

- A. Coordinate work with work of other trades built into or adjoining masonry work.
- B. Openings and chases for heating, plumbing, electrical ducts, pipes, and conduits shall be built into masonry walls as required. Provide for installation of bolts, toggles, flashings, beams, anchors, hangers, nailing strips, wall plugs, and frames as required. Consult other trades in advance and make provisions for installation of their work to avoid cutting and patching. Coordinate installation of steel reinforcement for reinforced masonry. Coordinate placement of concrete in masonry beams, lintels, soffits, and pilasters.
- C. Coordinate all grouting for all wall mounted canopies and sunshades. Requirements by canopy and sunshade manufacturer may vary from construction documents and all changes shall be the responsibility of the contractor at no additional cost to the Owner.
- D. Contractor performing Work of this Section shall be responsible for and coordinate with work of Division 7, Dampproofing / Fluid Applied Air Barrier Above Grade and all Sections of Work built-in, adjacent to, or applied to unit masonry work.

1.12 WARRANTY

- A. Warrant the Work specified herein for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and workmanship.
- B. Defects shall include, but not be limited to, the following:
 - 1. Noticeable deterioration of unit or mortar finish.
 - 2. Chalking or dusting excessively.
 - 3. Changing color in irregular fashion.
 - 4. Cracking or spalling.
 - 5. Releasing from substrate.
 - 6. Staining or discoloring, including efflorescence.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Specifications are based on products of manufacturers named within the specifications. Other manufacturers must have a minimum of five (5) years' experience manufacturing products equal to those specified and comply with requirements of Division 1 regarding substitutions to be considered.

2.2 BRICK

A. FACE BRICK / GLAZED BRICK

1. Approved Manufacturers:
 - a. Acme Brick
 - b. Hanson Brick
 - c. Elgin Butler
 - d. Belden Brick
 - e. Other as noted in substitution requirements above.
2. **KING SIZE:** For king-size brick (2 5/8" high x 2 3/4" depth x 9 5/8" long), in colors listed below by manufacturer in accordance with the requirements of ASTM C216 or C652, Grade SW (NOTE: COLORS SUBJECT TO CHANGE pending blend match to existing.)
 - a. Field Brick Blend Color (BK-1):
 - i. **Acme Brick: Blend ELP178 "Granite" King Size Brick, Velour Texture**
 - b. Accent Brick Color (BK -2)
 - i. **Acme Brick: Blend TUP003 "Crimson" King Size Brick, Velour Texture**
 - c. Glazed Brick (BK-3) (King Size Only – No Substitutions)
 - i. **Elgin Butler # 4039 Glossy Bluebonnet (BK-3)**
3. Provide special solid, uncured face brick in locations where cores would be exposed in finish work.

2.3 CONCRETE MASONRY UNITS (STANDARD AND MONUMENTAL)

- A. Refer to Drawings for locations of masonry unit types and sizes.
- B. STANDARD CONCRETE MASONRY UNITS: ASTM C-90, Type N-1, maximum linear drying shrinkage shall be 0.065 percent as determined by ASTM Test Method C-426. Lightweight aggregate (less than 105 #/CF), high temperature, high pressure, steam cured or burned expanded clay or shale, all modular sizes and shapes necessary as manufactured by Featherlite Corporation, Texas Building Products, Headwaters Construction Materials, OR Eagle Concrete Products. Provide sizes as indicated on the drawings.
- C. SPECIALTY CONCRETE MASONRY UNITS (AS APPLICABLE PER PROJECT)
1. INTEGRAL COLOR SPLIT FACE MASONRY UNITS: ASTM C-90, Type N-1, Texas Building Products, Headwaters Construction Materials, Eagle Concrete Products, and Featherlite Building Products are approved manufacturers. Color as selected by Architect from full range of manufacturer standard colors. Units shall include integral waterproofing (W. R. Grace "Dry Block", BASF "Rheopel" or ACM Chemistries "RainBloc").
 2. INTEGRAL COLOR BURNISHED/GROUND FACE MASONRY UNITS: ASTM C-90, Type N-1, Texas Building Products, Headwaters Construction Materials, Eagle Concrete Products, and Featherlite Building Products are approved manufacturers. Color as selected by Architect from full range of manufacturer standard colors. Units shall include integral waterproofing (W. R. Grace "Dry Block", BASF "Rheopel" or

3. ACM Chemistries "RainBloc").
3. INTEGRAL COLOR SMOOTH FACE MASONRY UNITS: ASTM C-90, Type N-1, Texas Building Products, Headwaters Construction Materials, Eagle Concrete Products, and Featherlite Building Products are approved manufacturers. Color as selected by Architect from full range of manufacturer standard colors. Units shall include integral waterproofing (W. R. Grace "Dry Block", BASF "Rheopel" or ACM Chemistries "RainBloc").
4. STRUCTURAL GLAZED TILE: ASTM C-90, Type N-1, Elgin Butler or approved equal. Color as selected by Architect from full range of manufacturer standard colors.

2.4 MISCELLANEOUS MATERIALS

A. ACCEPTABLE MANUFACTURERS

1. Chemprobe, Inc. www.tnemec.com/chemprobe
2. Dur-O-Wal Co. www.durowall.com
3. Heckmann Building Products www.heckmannbuildingprods.com
4. Hohmann and Barnard, Inc. www.h-b.com
5. Grace Construction Products www.na.graceconstruction.com
6. Master Builders Technology www.masterbuilders.com
7. Mortar Net USA Limited www.mortarnet.com
8. Sandell Construction Solutions www.sandellmfg.com
9. Wire-Bond Co. www.wirebond.com
10. Cast-Crete (Precast concrete lintels) www.castcrete.com

B. Mortar:

1. Portland Cement: ASTM No. C-150, Type I
2. Lime: Hydrated lime ASTM C-207, Type "S"
3. Sand: Sharp, clean, neutral color ASTM C-144
4. Water: Solomon-Grind-Chem Service, Inc., SGS mortar colors; mix for type "S" mortar;
5. Color:
 - a. Brick Veneer: Bid shall be based on Solomon Colors, Inc., color selected by Architect from manufacturer's full range of colors to match existing.
 - b. Mix and use according to manufacturer's printed instructions.
6. Mortar for masonry shall be in accordance with ASTM-270, Type "N" for masonry veneer and ASTM-270, Type "S" for load-bearing masonry.
7. Grout shall be in accordance with ASTM C-476.
8. Waterproofing admixture acceptable to masonry manufacturer. Similar to Rheopel Mortar Admixture by Master Builders Technologies.
9. Mix Tests:
 - a. Test mortar in accordance with Sections 01 41 11.
 - b. Testing for Mortar Mix; In accordance with ASTM C780 for compressive strength (ASTM E447), mortar aggregate ratio, air content, splitting tensile strength, and bond strength (ASTM E518 or C1072).

- C. Brick Weep Holes: Hohmann and Barnard, Inc. #343 Louvered PVC weep hole. Wire bond #3602 is an approved equal. Height and depth shall match masonry minus set back from face of brick recommended by manufacturer for each condition. Color as selected by Architect from manufacturer's full range of colors.

- D. CMU Weep Holes: Hohmann and Barnard, Inc. #QV-Quadrovent, 3/8" Wide x 2 1/2" tall. Depth to equal depth of masonry less set back from face of exterior veneer masonry as recommended by manufacturer for each condition. Color as selected by Architect from manufacturer's full range of colors.

- E. Cavity Wall Drainage System: Mortar net with 90% open mesh weave, 10" high trapezoidal-shaped. Provide one or more layers in thickness as required to fill cavity width.
1. Mortar Break; Advanced Building Products Inc., www.advancedflashing.com
 2. Mortar Net; Mortar Net USA, Ltd., www.mortarnet.com
 3. CavClear Masonry Mat, Archovations, Inc., www.cavclear.com
 4. MortarWeb, Sandell Construction Solutions

F. Reinforcing steel: Reinforcing steel shall conform to ASTM A615, Grade 60.

G. Wire reinforcement: Masonry joint wire reinforcement shall be galvanized steel conforming to ASTM A-641 for interior (dry) walls and ASTM A-153-B2 for exterior or damp walls. Wire reinforcement shall be fabricated in straight lengths of not less than 10 ft. Provide pre-fabricated matching corner ("L") and intersecting ("T") units.

Fabricate with 9-gauge side and cross **truss** type rods. Wire reinforcement shall be lapped at least 6" with at least one cross wire within the lap. Wire reinforcement shall be width required for proper embedment in wythes of masonry. All wire reinforcement shall be completely embedded in mortar or grout. Space not more than 16" o.c. vertically. Install according to SBCCI and ACI-530 recommendations.

Wire reinforcement equal to Wire Bond

Single wythe CMU:	Series 300, 9 gauge
Brick with CMU backup:	Series 1800, galvanized
Brick and/or CMU with metal stud backup:	Series RJ-711, 14 gauge.
Double wythe brick or CMU walls:	Series 600 w/ adjustable tab

Hohmann and Barnard, Inc.; Masonry Reinforcing Corp. of America (wire bond); National Wire Products Industries; and Heckman are approved manufacturers.

H. Masonry anchors: Miscellaneous flexible anchors, 6-gauge, w/ 3/16" diameter wire or heavier gauge galvanized steel wire, adjustable, rectangular, triangular, or other similar anchors suitable for the job. Corrugated anchors and ties are not acceptable. Provide two-part ties as necessary to fit conditions. Space anchors not more than 16" o.c.e.w. At masonry wrapped columns, install a minimum of one anchor per side and space 16" on center vertically.

I. Control Joints:

1. Exterior Wall Joints: Employ circular closed-cell foam backer rod similar to Hohmann and Barnard Standard Backer Rod sized as required for masonry control joint sizes. Finish with sealant as selected by Architect to complement masonry wall color.
2. Interior Wall Joints: Employ closed cell rubber strip of 1" less than thickness of wall. Secure with thin bed of adhesive to masonry as wall is laid. Finish with a thick layer of paintable sealant. Paint wall joint same color as wall.

2.5 MASONRY CLEANING SOLUTIONS

- A. All exterior and interior exposed finished masonry and stonework shall be cleaned based on the cleaning material schedule below. Protection of metal and other materials must be followed based on manufacturer recommendations.
- B. Water: Clean, potable, and free of oils, acids, alkalis, salts, and organic matter. Use to rinse masonry surfaces and dilute concentrated cleaners.

- C. Job-Mixed Detergent Solution: Solution of 1/2-cup (0.14-L) dry measure tetrasodium polyphosphate and 1/2-cup (0.14-L) dry measure laundry detergent dissolved in 1 gal. (4 L) of water.
- D. Proprietary Acidic Cleaner: "Sure Klean" manufactured by ProSoCo, Inc., Lawrence, KS, (800) 155-4255, or Architect or Owner approved equal. Verify product use based on masonry color being cleaned as instructed by manufacturer.
 - a. Approved Manufacturers:
 - 1) Diedrich Technologies, Inc.
 - 2) EaCo Chem, Inc.
 - 3) ProSoCo, Inc.
 - 4) Substitutions: Section 01 60 00 - Product Requirements.
- E. Muriatic acid is not permitted.
- F. The following products based on ProSoCo Sure Klean[®] products are intended as a guide only and does not preclude the contractors use of equal products by listed manufacturers. Consult manufacturer prior to application for any questions or inconsistencies.

Substrate	Color/Type	Cleaning Solution
Brick	Red	Sure Klean [®] 600 Detergent
	Light	Sure Klean [®] Vana Trol [®]
	Dark	Sure Klean [®] Vana Trol [®]
	Pavers	Sure Klean [®] 600 Detergent
	Glazed	Sure Klean [®] Vana Trol [®]
CMU	Split Face	Sure Klean [®] Custom Masonry Cleaner
	Burnished/Ground Face	Sure Klean [®] Burnished Custom Masonry Cleaner
	Glazed Face CMU	Sure Klean [®] Vana Trol [®]
Architectural Concrete	Natural Color/Smooth	Sure Klean [®] Light Duty Concrete Cleaner
	Textured	Sure Klean [®] Custom Masonry Cleaner
Stone Construction	Cast Stone	Sure Klean [®] Light Duty Concrete Cleaner
	Arriscraft/ Synthetic Stone	Light Staining - Sure Klean [®] Burnished Custom Masonry Cleaner Heavy Staining - Sure Klean [®] Vana Trol [®]
	Limestone (Unpolished)	Sure Klean [®] Vana Trol [®]

2.6 MASONRY SEALER, WATER REPELLENT AND GRAFFITI CONTROL MATERIALS

- A. All exterior and interior exposed finished masonry and stonework shall be sealed based on the water repellent schedule below. Interior, unpainted masonry shall be sealed full height of applied wall. Exterior walls shall be sealed up to minimum 10'-0" A.F.F.

- B. Masonry Sealer, Water Repellent and Graffiti Control: Products manufactured by ProSoCo, Inc., Lawrence, KS, (800) 155-4255, or Architect or Owner approved equal. Verify product use based on masonry color being cleaned as instructed by manufacturer.
- C. The following products based on ProSoCo products are intended as a guide only and does not preclude the contractors use of equal products by listed manufacturers. Consult manufacturer prior to application for any questions or inconsistencies.

Substrate	Type	Water Repellent
Brick	Clay (Exterior)	Weather Seal Siloxane PD
CMU	Split Face	Weather Seal Blok-Guard & Graffiti Control
	Interior Integral Color	Sure Klean® Burnished Block Sealer
Stone Construction	Natural Stone	Weather Seal Natural Stone Treatment WB ⁴
	Manufactured Stone	Weather Seal Siloxane PD
Burnished Block	Exterior	Weather Seal Blok-Guard & Graffiti Control
	Interior	Sure Klean® Burnished Block Sealer

PART 3 - EXECUTION

3.1 FORMS AND SHORES

- A. Provide forms and shores sufficiently strong and rigid as required to support soffits, beams, and lintels during construction.
- B. Build forms to conform to shape, line, and dimension of masonry members as detailed, substantial and sufficiently tight to prevent leakage of mortar, grout or concrete. Properly brace or tie together so as to maintain position and shape.

3.2 PREPARATION OF MATERIALS

- A. Brickwork: Dampen brick before laying in a manner consistent with the nature of the brick, the mortar, and the weather conditions.
- B. Mortar and Grout:
 1. Use suitable containers for material measurement. Measuring sand by the shovel is not acceptable.
 2. Thoroughly machine mix a minimum of five (5) minutes after all materials are in mixer.
 3. Consistency will completely fill all spaces intended to receive grout.
 4. Use within 2-1/2 hours of initial mixing.
 5. Mortar or grout shall not be used if curing has progressed to yield a stiff consistency.
- C. Reinforcement:
 1. Reinforcement shall be free from loose rust and other coatings that would reduce the bond.
 2. Cut accurately to length and bend by such methods as will prevent injury to the material.
 3. Straighten out kinks or bends.
- D. Flashing and Drip Plates:
 1. Locations: Install drip plates and flashing in exterior walls to divert moisture within walls to exterior surfaces.
 2. Bed Joints: Install flashings between two (2) thin layers of masonry mortar without increasing thickness of mortar joint. Keep outer edge of flashing material back from

face of masonry and allow drip plate to extend beyond masonry as directed by manufacturer.

3. Adjacent Work: Protect work by masking, covering, or other precautionary methods. Remove protection when no longer necessary.
4. Separate copper flashing from dissimilar materials.
5. Protect membrane flashing from overexposure to direct sunlight.

3.3 PROCEDURE

A. Mortar: **Type "N" for all non-structural masonry.**

1. Mix mortars with minimum amount of water consistent with workability to provide maximum tensile bond strength with capacity of mortar.
2. Materials shall be accurately measured and shall be mixed in a power mixer for a period of not less than five (5) minutes after all materials have been placed in mixer. Materials must be consistently the same from same source throughout the job. Tools and mixing boxes must be kept clean and no mortar which is partially set shall be retempered for use.
3. If required, add mortar color to mortar mix to match architect selected sample. Use white Portland cement at limestone CMU.
4. Add waterproofing admix to mortar at exterior masonry. Use admixture acceptable to manufacturer of masonry product that will not reduce bond of masonry to mortar. Install in accordance with manufacturers printed instructions and protect from freezing.

B. Lay exposed masonry in the bond pattern shown or, if not shown, lay as follows:

1. Coursing of Brick Units:
 - a. Bond: Running (unless otherwise shown on the Drawings).
 - b. Coursing: Three units and three mortar joints to equal 8 inches.
 - c. Mortar Joints: Concave.
2. Coursing of Concrete Masonry Units:
 - a. Bond: Running (unless otherwise shown on the drawings).
 - b. Coursing: One unit and one mortar joint to equal 8 inches (except monumental units, refer to Drawings).
 - c. Mortar Joints: Concave.
3. Coursing of Specialty Concrete Masonry Units:
 - a. Bond: Running (unless other shown on the drawings).
 - b. Coursing: One unit and one mortar joint to equal 8 inches (except monumental units, refer to Drawings).
 - c. Mortar Joints: Concave.
4. Lay solid masonry units in full bed of mortar, with full head joints.
5. Lay hollow masonry units with face shell bedding on head and bed joints.
 - a. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout.
 - b. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.
6. Buttering corners of joints or excessive furrowing of mortar joints are not permitted. Remove excess mortar as work progresses.
7. Interlock intersections and external corners. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment is required, remove mortar and replace.
8. Perform job site cutting of masonry units with motor-driven saws to assure straight, clean, unchipped edges. Prevent broken masonry unit corners or edges. Where possible, use full-size units without cutting.
9. Install cut units with cut surfaces and edges concealed.

10. Select and arrange exposed units to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
 11. Cut mortar joints flush where wall tile is scheduled or bitumen damp proofing is applied. Cut mortar fins protruding into cavity from back side of face brick as work progresses.
 12. Isolate masonry from vertical structural framing members.
 13. At full-height walls, leave a 1" space between top of masonry and floor or roof structure above. Brace masonry from structure with 16- gauge galvanized steel angles having 4" equal legs and 8" lengths mechanically anchored to the floor or roof structure and spaced not more than 4'-0" on center.
 14. Isolate top of masonry from horizontal structural framing members and slabs or decks with compressible joint filler.
- C. All masonry walls shall be bonded at corners and anchored to connecting work. Appropriate anchors are to be used for each condition, including but not limited to, CMU, structural framing, and sheathing over metal studs; minimum 3 anchors plus floor anchor at each jamb of door frames and windows.
- D. Horizontal and vertical joints shall be 3/8" wide. Strike uniformly with 1" diameter jointing tool to smooth, hard, dense concave finish and left without cracks between mortar and units. Delay tooling joints until mortar has had time to initially set. Texture and finish of all joints shall be the same. Tool both sides of masonry units. Tool all joints, whether exposed to view or not, except for those walls receiving an applied resilient base shall have the joints of the first course of masonry tooled flush with face of masonry. Whenever scored CMU is used, do not grout score and tool grout with raked joint to match score to accentuate 8 x 8 pattern.
- E. Provide masonry reinforcement starting where indicated on drawings and/or within 8 inches of the finish floor and every 16 inches o.c. vertically thereafter to top of wall, column, etc.
- F. No wet concrete masonry units shall be laid; wet face brick 3 to 4 hours before laying.
- G. Adequately brace all walls so that wind and other forces will not damage wall.
- H. Over openings, provide CMU lintel block concrete filled with reinforcing as shown on plans (minimum two (2) #5 continuous steel reinforcing bars and extend minimum 8" each side of opening). Install steel lintels at locations as required. Provide continuous concrete filled steel reinforced bond beams; reinforcing shall not cross expansion joints.
- I. Reinforce CMU walls with filled cells and rebar embedded in foundation as indicated in drawings, specifications, and details.
- J. Provide weeps 24" o.c. in the base course above adjacent exterior grade (coordinate weep location with adjacent grade, flatwork, etc. prior to beginning masonry work) AND TOP COURSE and at all through-wall flashing of exterior wythe of all exterior walls including all lintels and sills. Install in accordance with manufacturer's written instructions. Care shall be taken to keep openings free from blockage by construction debris, backfill, etc.
- K. Provide continuous cavity wall drainage system at all thru wall flashing conditions, base of exterior walls, etc. to maintain airflow and drainage while suspending mortar at unequal heights. Install per manufacturer's instructions.
- L. Units shall be laid with a shove joint on full, evenly-spaced bed and head joints fully coated with mortar before laying.

3.4 EXPANSION AND/OR CONTROL JOINTS

- A. Joints shall be of uniform width throughout. Horizontal joints shall be level and vertical joints shall align per masonry coursing.
- B. Provide expansion and/or control joints in all interior and exterior masonry walls where indicated on drawings and/or as follows:
1. In long, straight walls, at max. spacing 20'-0" o.c. vertically between joints.
 2. At all abrupt changes in wall thickness or height (soaped faces, change in block dimension, etc.
 3. At return angles in "L," "T" or "U"-shaped structures
 4. At wall intersections in main walls or partitions
 5. At abutment of walls and columns or pilasters
 6. At construction joints in foundations, roofs or floors
 7. On one or both sides of wall openings
 - a. At masonry with steel lintels, provide expansion joints on each side of the opening continuing to the top and bottom of the masonry wythe.
 - b. At CMU lintels, provide control joints in alignment with the outside ends of the lintel continuing to the bed joint and then with horizontal bond breaks at the end bearing.
 8. At bond beams provide horizontal bond breaks at end bearing to allow for thermal expansion and contraction.
 9. At chases for pipes, fixtures, etc.
 10. When brick or stone veneer is applied to block
 - a. For veneer construction provide horizontal pressure relieving joints beneath shelf angles.
- C. Provide expansion joints and/or control joints in all interior and exterior masonry where shown on drawings and within 2 ft. of wall corners and at a maximum distance of 20 ft. between joints.
- D. Provide control joints at jamb on one side or the other of an opening less than 6'-0" wide. Provide control joints at jambs on both side of an opening over 6'-0" wide.
- E. At exterior walls, joints in CMU shall be located directly behind joints in brick. Provide expansion joints in all masonry to coincide with slab and building expansion joints. Provide joints at each side of lintels above openings. Provide bond breaker material at horizontal joints below CMU headers to allow movement in horizontal expansion joints without cracking masonry. Provide joint at intersecting walls, separating perpendicular surfaces. Provide control joints at each side of all exterior door and window heads and one side of all interior door and window heads. Expansion joints to be free of mortar.
- F. Exterior joints shall be weatherproofed at the exterior surface with sealant over backer rod to match adjacent masonry color. At exterior expansion joints provide copper bellows expansion joint material at the back-up wall condition as per drawings. Interior joints shall be filled with caulk over backer rod.
- G. At corridors and fire-rated walls, install fire-rated caulk according to manufacturer's printed instructions to maintain 1-hr. fire rating of wall construction. See Specification Section 07 90 00 – Building Sealants and Caulking.
- H. For all interior CMU walls (integral color, burnished and/or painted), all projecting 90° corners and wing walls shall be factory-prefinished manufactured integral bullnose block. Walls completely wrapped by hollow metal door and window frames do not need to be bullnose.
1. On-site field bullnosing by mechanical means will not be allowed when manufactured bullnosed blocks are available.

2. If manufactured bullnosed blocks are unavailable, the use of a specialized CMU "router" shall be acceptable; Bullnoser CMU Corner Router, or equivalent.

3.5 WORKMANSHIP

- A. Exterior masonry shall be laid up to make walls absolutely watertight. Prior to start of any masonry work, contractor shall review all back-up surfaces to insure completeness of waterproofing job; membrane waterproofing shall be installed, joints taped and sealed, damp proofing complete, etc.
- B. Full joints are mandatory, light furrow on bed only. Apply sufficient mortar on ends to fill end joints completely.
- C. Lay masonry true, plumb, level and straight. Wide or narrow joints and out-of-square units will be rejected.
- D. Build in all ancillary work, equipment, etc. in neat, workmanlike manner.
- E. Build in thru-wall flashing and sheet metal work or accessories furnished by other divisions. All joints in flashing lapped at least 4" and sealed. Turn up sides of thru wall flashing at ends of run to create end dam. Provide positive slope to exterior weeps to avoid any ponding water on flashing.
- F. See that proper provisions are made for all structural, mechanical and electrical; construct chases, recesses, openings, etc. Build in grounds, nailing boards, bolts, plates, etc. Set bucks, blocking and anchors. Set hollow metal frames with proper anchors; grout jambs full. Provide a minimum 2" clearance around all structural steel, columns, and beams. Provide appropriate size CMU furring blocks to accommodate this. Provide wall furr outs as required to conceal structural columns, mechanical, electrical, etc. Refer to structural drawings, architectural drawings, mechanical/electrical drawings, as-built conditions, etc. for locations of these items.
- G. Full size, uncut units shall be used whenever possible.
- H. Openings and cutouts shall be carefully cut, formed or otherwise made around built-in items.
- I. Any unit that is disturbed after mortar has stiffened shall be removed and re-laid with fresh mortar.
- J. Unfinished work shall be stepped back for joining with new work or stopped at control or expansion joint.
- K. Concrete masonry unit lintels shall be formed from units of the thickness of the wall or proper height, cut or uncut, with the bottom of the unit at rough opening height and the top of the next adjacent mortar joint but not less than 8" in height.
- L. Face of masonry units, texture, color, finish shall be the same in the entire wall surface in which they are laid.
- M. Take precautions to prevent excess mortar from dropping into cavity. Open cavities of walls under construction shall be covered at day's end.
- N. At split face CMU, chip away uneven edges of CMU as necessary to install surface-mounted items flush with wall (i.e., cover plates, electrical cover plates, louvers, drinking fountains, fire alarm pulls, handrails, etc.).

- O. Stain Prevention: As work progresses, prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by coverings spread on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- P. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work or when work is stopped due to rain. Cover partially completed masonry when construction is not in progress.
- Q. Ensure all defects in workmanship, gaps, cavities, etc. in concealed spaces and chases are completely sealed and filled to prevent rodents and vermin from accessing inner wall spaces. Existing masonry walls covered by new walls shall be field verified and sealed and filled to same standard.

3.6 JOINT REINFORCEMENT AND ANCHORAGE

- A. Install horizontal joint reinforcement in CMU walls 16 inches o.c. maximum.
- B. Place joint reinforcement in first and second horizontal joints above and below openings greater than 12 inches wide. Extend minimum 16 inches each side of opening.
- C. Place joint reinforcement continuous in first and second joints below tops of walls. Lap joint reinforcement ends minimum 6 inches.
- D. Cut or interrupt joint reinforcing at control and expansion joints.
- E. At corners, install horizontal joint reinforcement with prefabricated "L" intersections.
- F. At intersecting and abutting walls, unless vertical expansion or control joints are shown at juncture, install horizontal joint reinforcement with prefabricated "T" intersections.
- G. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- H. Install anchors attached to concrete, steel or other structural members:
 - 1. Leave an open space not less than 1 inch in width between back of masonry and face of structural member. Keep open space free of mortar or other rigid materials.
 - 2. Install anchors at maximum 16 inches o.c. vertically and horizontally.
- I. Install Wall Ties at CFMF (Cold Formed Metal Framing) Stud Backup Walls:
 - 1. Install wall tie anchor plates at 16 inches o.c. vertically and maximum 16 inches o.c. horizontally.
 - 2. Coordinate anchor plates to accommodate installation of 16 inch widths of cavity wall insulation.
 - 3. Place additional wall ties within 12 inches of openings at intervals not exceeding 36 inches.
 - 4. Secure wall tie anchor plates through sheathing to CFMF studs.

- J. Masonry Flashings: Refer to section 07 65 26 – Membrane Through-Wall Flashing
1. Provide concealed flashing in masonry work at or above shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior.
 2. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar.
 3. Extend flashings horizontally through exterior face of masonry and turn down 1/4 inch to form drip.
 4. Turn flashing up minimum 8 inches and bed into mortar joint of CMU backup wall or seal to sheathing over CFMF stud backup wall.
 5. Lap end joints minimum 6 inches and seal watertight.
 6. Extend full length of lintels and shelf angles and minimum of 4" into masonry each end; turn up ends not less than 2" to form end dams.
 7. Turn flashing, fold, and seal at corners, bends, and interruptions.
- K. Lintels:
1. Install galvanized steel lintels (loose or fixed per Drawings) over openings more than 12 inches wide in brick walls. Ensure lintel size is appropriate for opening to not project from face of wall.
 2. Install reinforced unit masonry lintels over openings more than 24 inches wide in CMU walls.
 - a. Reinforce lintels as indicated on Drawings.
 - b. Do not splice reinforcing bars.
 - c. Support and secure reinforcing bars from displacement.
 - d. Place and consolidate grout fill without displacing reinforcing.
 - e. Allow masonry lintels to attain specified strength before removing temporary supports.
 3. Maintain minimum 8 inch bearing on each side of opening.
- L. Grouted Components:
1. Reinforce bond beams and pilasters as indicated on Drawings.
 2. Splice reinforcement in accordance with Section 03 20 00.
 3. Support and secure reinforcing bars from displacement.
 4. Place and consolidate grout fill without displacing reinforcing.
 5. At bearing locations, fill masonry cores with grout for minimum 12 inches both sides of opening.
 6. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
- M. Reinforced Masonry:
1. Lay masonry units with core cells vertically aligned and cavities between wythes clear of mortar and unobstructed.
 2. Place reinforcement bars as indicated on Drawings.
 3. Splice reinforcement in accordance with Section 03 20 00.
 4. Support and secure reinforcement from displacement.
 5. Place and consolidate grout fill without displacing reinforcing.
 6. Place grout in accordance with ACI 530.1 Specification for Masonry Structures.
- N. Control And Expansion Joints:
1. Install control and expansion joints at the maximum spacings described above, and/or as otherwise indicated on Drawings.
 2. Do not continue horizontal joint reinforcement through control and expansion joints.

3. Form control joint with sheet building paper bond breaker fitted to one side of hollow contour end of block unit. Fill resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
 4. Form expansion joint by omitting mortar and cutting unit to form open joint.
- O. Built-In Work:
1. As work progresses, install built-in door and window frames, wood nailing strips, anchor bolts, plates, and other items to be built-in the work and furnished by other sections.
 2. Install built-in items plumb and level.
 3. Bed anchors of metal door and window frames in adjacent mortar joints. Fill frame voids solid with grout or mortar. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
 4. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
 5. Do not build in materials subject to deterioration.
- P. Cutting And Fitting:
1. Cut and fit for chases, pipes, conduit, sleeves, grounds, and other items penetrating masonry. Coordinate with other sections of work to provide correct size, shape, and location.
 2. Obtain Architect/Engineer's approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.7 ERECTION TOLERANCES

- A. Maximum Variation From Alignment of Columns and Pilasters: 1/4 inch.
- B. Maximum Variation From Unit to Adjacent Unit: 1/4 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft; 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- F. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.
- H. Maximum Variation for Steel Reinforcement:
1. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.
 2. Plus or minus 1/2" inch when distance from centerline of steel to opposite face of masonry is 8 inches or less.
 3. Plus or minus 1 inch when distance is between 8 and 24 inches.
 4. Plus or minus 1-1/4 inch when distance is greater than 24 inches.
 5. Plus or minus 2 inches from location along face of wall.

3.8 POINTING AND CLEANING

- A. Wipe masonry with rough cloth as work progresses to remove loose mortar and prevent stains.

- B. Upon completion of work, all holes shall be filled (except weep holes) with fresh mortar and tooled. Cut out defective joints and repoint.
- C. After pointing has set and hardened, all exposed surface masonry shall be thoroughly cleaned with stiff fiber brushes and clear water. Do not use acid. Other products such as ProSoCo or Sure-Klean may be used if approved, in writing, prior to start of masonry work by masonry manufacturer, mortar material manufacturers, and mason that product used will not affect, harm in any way, cause streaks, discoloration, deterioration of brick / mortar, etc.
- D. All exposed masonry shall be left clean and free from mortar daubs and other stains and with watertight joints throughout.
- E. At conclusion of work of this section and as directed by the general contractor, remove scaffolding and equipment used, clean up debris, refuse, and surplus materials and remove them from project site.
- F. Protect walls from staining and other damage during course of construction.
- G. Repair any cracks that appear in masonry by removal of full masonry unit back to next mortar joint.

3.9 INSPECTION

- A. The architect may from time to time require the mason to remove several masonry units to review quality of joints.
 - 1. If mortar joints do not meet the specifications, additional units shall be removed until satisfactory joints or beds are encountered, plus at least three (3) additional units for verification.
 - 2. Removal and replacement of units shall be done within the scope of work of this section without additional cost.

3.10 DEFECTIVE CONSTRUCTION

- A. Correct defects appearing in the finished work for a period of one year after the date of Substantial Completion.
- B. Defects shall include, but not be limited to, cracking, separating or color leaching of mortar, cracking, discoloration, or deterioration of masonry units, efflorescence in masonry units or joints, and water penetration through face brick or joints under normal exposure.

3.11 PROTECTION OF FINISHED WORK

- A. Protect exposed external corners subject to damage. Protect base of walls from mud and mortar splatter.
- B. Protect masonry and other items built into masonry walls from mortar droppings and staining caused by mortar.
- C. Protect tops of masonry work with waterproof coverings secured in place without damaging masonry. Provide coverings where masonry is exposed to weather when work is not in progress.

END OF SECTION 04 20 00

SECTION 31 00 00
EARTHWORK**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses and exterior plants.
 - 2. Drainage course for slabs-on-grade.
 - 3. Subbase course for concrete walks and pavements.
 - 4. Subbase and base course for asphalt paving.
 - 5. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- J. Utilities: On-site underground pipes.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Soil as fill/embankment – soil to be used as fill and/or embankment shall conform to specifications described in the geotechnical report.
- B. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- C. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- D. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- E. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface.
- C. Protect and maintain erosion and sedimentation controls.

3.2 EXCAVATION

- A. **Unclassified Excavation:** Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. **Trench Bottoms:** Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean

concrete fill, with 28-day compressive strength of 3000 psi, may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- D. Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material and/or satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Compaction requirements – soil to be used as fill and/or embankment shall be compacted to specifications described in the construction documents.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or ASTM D 1557:
 - 1. Under steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/4 inch.
 - 3. Pavements: Plus or minus 1/4 inch.
- C. Final graded surface shall be free of organic material, waste, trash, and rocks larger than 1 in in diameter (any direction) prior to installation of sod or application of hydromulch.

3.14 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Shape subbase and base course to required crown elevations and cross-slope grades.

2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 or ASTM D 1557.

3.15 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL FOR GENERAL EARTHWORK

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION FOR GENERAL EARTHWORK

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 00 00

**SECTION 31 10 00
SITE CLEARING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 1 inch (25 mm) in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated by Engineer (in writing) to be stockpiled or otherwise remain Owner's property, cleared and excavated/unusable materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings with time stamp and date.
 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Rock stockpiling program.
- D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
- E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.6 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
- B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner.
 2. Provide alternate routes around closed or obstructed trafficways if required by Owner.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises. Contractor to coordinate with owner.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree/plant-protection measures are in place.
- D. Tree- and Plant-Protection Zones: Protect according to City of San Antonio Construction Specifications
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.
- F. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
- B. Fill depressions caused by clearing and grubbing operations with soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 4-6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 1 inch (25 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to **60 inches**.
 - 2. Do not stockpile topsoil within protection zones or Floodplains.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property per local, state, and federal regulations.

END OF SECTION 31 10 00

SECTION 32 12 16
ASPHALT PAVING

PART 1 - GENERAL

PART 2 - RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
- B. Related Requirements:
 - 1. Section 024113 "Selective Demolition" for demolition and removal of existing asphalt pavement.
 - 2. Section 310000 "Earthwork" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
 - 3. City of San Antonio Construction Specifications (June 2008) item 202, 203, 205, and 206.

2.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
 - 3. Job-Mix Designs: For each job mix proposed for the Work.

2.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Material Certificates: For each paving material.
- C. Material Test Reports: For each paving material, by a qualified testing agency.
- D. Field quality-control reports.

2.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by Engineer.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the City of San Antonio.

2.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 2. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910. (50 deg. F and rising)
 - 4. Asphalt Base Course: Minimum surface temperature of 50 deg F (10 deg C) and rising at time of placement.
 - 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

PART 3 - PRODUCTS**3.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

3.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material ASTM D 946/D 946M for penetration-graded material.

- C. Cutback Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-30.
- D. Emulsified Asphalt Prime Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Tack Coat: TXDOT 300 emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Fog Seal: AASHTO M 140 emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- G. Water: Potable.

3.3 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by TXDOT and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 4 - EXECUTION

4.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

4.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
 - 1. Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.

2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05-0.10 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- E. Placing Patch Material: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

4.3 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1 inch.
1. Clean cracks and joints in existing hot-mix asphalt pavement.
 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

4.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.20 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 2. Protect primed substrate from damage until ready to receive paving.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.10 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

4.5 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at a minimum temperature of 260 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

4.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

4.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 175 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 92 percent or greater than 97 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

4.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus, or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

4.9 SURFACE TREATMENTS

- A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.
- B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
 - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

4.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

4.11 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan.

END OF SECTION 32 12 16

**SECTION 32 13 13
CONCRETE PAVING****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Driveways and roadways.
 - 2. Curbs and gutters.
 - 3. Walkways.
 - 4. Concrete riprap.
 - 5. Concrete Sidewalk boxes.

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS**2.01 STEEL REINFORCEMENT**

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed/smooth.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.02 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I. Supplement with the following:
 - a Fly Ash: ASTM C 618. TXDOT DMS-4610
 - 2. Blended Hydraulic Cement: ASTM C 595, Type IP, Portland-pozzolan cement. TXDOT DMS 4600
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.

- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, (TXDOT DMS 4640)

2.03 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

2.04 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Joint Sealant shall be a TXDOT class 5 self-leveling sealant (concrete to concrete) of class 3 hot poured asphalt (asphalt to concrete)
- C. Pavement-Marking Paint: Acrylic latex type only.
 - 1. Color: As shown on plans.

2.05 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days).
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement. (0.60 for concrete riprap)
 - 3. Slump Limit: 6/4 inches, plus or minus 1.5 inch.
 - 4. Air Content: 6 percent plus or minus 1.5 percent.
- B. Unless noted in the plans Concrete shall have a minimum Compressive Strength of 3000 psi in 28 days.

2.06 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.02 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.03 STEEL REINFORCEMENT

- A. General: Steel shall conform ASTM 615 for grade 60 steel (deformed & smooth bars). Welded wire fabric shall conform to ASTM an A 82/A 496 or ASTM A 185/A 497.

3.04 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete pavement.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.05 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.06 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
 - 1. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.

2. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

3.07 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. 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.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing curing compound or a combination of these methods.

3.08 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: 1/4 inch.
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/4 inch.
 4. Joint Spacing: 1/4 inches.
 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
 6. Joint Width: Plus 1/8 inch, no minus.

3.09 PAVEMENT MARKING

- A. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 13 73
CONCRETE JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Self-Leveling joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of joint sealant and accessory.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.

1.6 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40°F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS**2.1 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Low Modulus, Self-Leveling, Silicone/Polyurethane Joint Sealant: TXDOT DMS 6310, Class 5. For concrete to concrete applications

2.3 HOT APPLIED JOINT SEALANTS

- A. Hot Poured Rubber: TXDOT DMS 6310, Class 3 for asphalt to concrete applications.

2.4 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

2.5 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including: dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.5 PAVING-JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Joints within asphalt.
 - 1. Joint Location:
 - a. Expansion and isolation joints in asphalt paving.
 - b. Other joints as indicated.
 - 2. Joint Sealant: Single-component, self-leveling, silicone/polyurethane joint sealant.
 - 3. Joint-Sealant Color: Sealant must match grout color.

END OF SECTION 32 13 73

**SECTION 32 17 23
PAVEMENT MARKINGS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes painted markings applied to **asphalt and concrete** pavement.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For pavement markings.
 - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
 - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches (200 mm) square.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Alamo Colleges of for pavement-marking work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of **40 deg F**, and not exceeding 95 deg F (35 deg C).

PART 2 - PRODUCTS

2.1 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: acrylic latex type
 - 1. Color: **White, Yellow, Blue, and Red**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of **30** days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of **3 mils for each application**. Striping shall be a minimum of 2 each 3 mil coats.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 32 17 23